



Public Service Commission of South Carolina
Tariff Summary Sheet as of October 19, 2009

NOSVA, Limited Partnership

Tariff Service: Long Distance

This document is the complete version of the tariff on file and contains the following approved revisions. Detailed information is available for each revision on the Commission's E Tariff website (<http://etariff.psc.sc.gov>).

Revision	Date Filed	Effective Date	# of Pages
E2009-360	10/14/09	10/19/09	6
<u>Summary:</u> This revision institutes a rate increase for certain select customers who are not subject to an unexpired term plan or usage rate guarantee.			

October 14, 2009

ELECTRONICALLY FILED

South Carolina Public Service Commission
Attention: Tariff Division
Saluda Building
101 Executive Center Drive
Suite 100
Columbia, South Carolina 29210

Re: NOSVA Limited Partnership Revisions to its South Carolina Tariff No. 2

Dear Madam or Sir:

On behalf of NOSVA Limited Partnership ("NOSVA"), we hereby submit an original and four (4) copies of revisions to its South Carolina Tariff No. 2. These revisions are filed pursuant to NOSVA's Alternative Regulatory Authority, and are issued on October 14, 2009, to be effective on October 15, 2009. This material consists of tariff pages as indicated on the following check sheets:

SOUTH CAROLINA TARIFF NO. 2 – Sixty First Revised Page 2
Forty Eighth Revised Page 2.1

This revision institutes a rate increase for certain select customers who are not subject to an unexpired term plan or usage rate guarantee.

Should there be any questions with respect to this matter, please contact me at (702) 547-8486 or e-mail me at jrenneker@nos.com.

Respectfully submitted,

Jessica Renneker
Director of Regulatory Affairs

NOSVA LIMITED PARTNERSHIP
Administrator of Tariffs
4380 Boulder Highway
Las Vegas, NV 89121
Issued: December 6, 1995

SOUTH CAROLINA TARIFF NO. 2
Original Page 1

Effective:

TITLE SHEET

TARIFF OF

NOSVA LIMITED PARTNERSHIP

This tariff, filed with the South Carolina Public Service Commission contains the rates, terms and conditions applicable to the telecommunications services provided by NOSVA Limited Partnership within the state of South Carolina.

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CHECK SHEET

Sheets 1 through 74, inclusive of this tariff are effective as of the date shown at the top of the respective sheet(s). Original and revised sheets as named below comprise all changes from the original tariff and are currently in effect as of the date on the top of this sheet.

<u>SHEET</u>	<u>REVISION</u> <u>LEVEL</u>	<u>SHEET</u>	<u>REVISION</u> <u>LEVEL</u>	<u>SHEET</u>	<u>REVISION</u> <u>LEVEL</u>
1	Original	18	Second Revised	31	Original
2	Sixty First Revised*	19	Second Revised	32	Second Revised
2.1	Forty Eighth Revised*	20	Second Revised	33	Second Revised
3	Original	21	Fourth Revised	34	Second Revised
4	Fifth Revised	21.1	Second Revised	35	Third Revised
5	Original	22	Fifth Revised	36	Third Revised
6	Original	22.1	Fourth Revised	37	Third Revised
7	Original	22.1.1	First Revised	37.1	Twelfth Revised
8	Third Revised	22.1.2	First Revised	37.1.1	Fourth Revised
8.1	Original	22.1.3	First Revised	37.2	Eighth Revised
9	Third Revised	22.1.4	First Revised	37.2.0	Seventh Revised
9.1	Original	22.1.5	First Revised	37.2.1	Fifth Revised
10	Original	22.1.6	First Revised		
11	Original	22.1.7	First Revised		
12	Original	22.1.8	First Revised		
13	Original	22.1.9	First Revised		
14	Original	22.1.10	First Revised		
15	Original	22.2	Third Revised		
16	Original	23	Fourth Revised		
17	Original	23.1	Second Revised		
17.1	Original	23.2	Second Revised		
17.2	Original	23.3	Second Revised		
17.3	Original	23.4	Second Revised		
17.4	Original	23.5	Second Revised		
17.5	Original	23.6	Second Revised		
17.6	Original	23.7	Second Revised		
17.7	Original	24	First Revised		
17.8	Original	25	Second Revised		
17.9	Original	26	Thirty Fifth Revised*		
17.10	Original	27	Second Revised		
17.11	Original	28	Second Revised		
17.12	Original	29	Original		
17.12.1	Original	30	Original		
17.12.2	Original				
17.13	First Revised				

* Denotes pages included with this filing.

CHECK SHEET (Cont'd)

<u>SHEET</u>	<u>REVISION</u> <u>LEVEL</u>	<u>SHEET</u>	<u>REVISION</u> <u>LEVEL</u>	<u>SHEET</u>	<u>REVISION</u> <u>LEVEL</u>
37.2.2	Original	46	Third Revised		
37.2.3	Original	47	Second Revised		
37.3	Original	48	Third Revised		
38	Sixth Revised	49	Second Revised		
38.0	First Revised	50	First Revised		
38.1	Fifth Revised	50.1	First Revised		
38.1.1	Original	50.2	Original		
38.2	Second Revised	50.3	Original		
38.3	Second Revised	50.4	Original		
38.4	Second Revised	50.5	First Revised		
38.5	Third Revised	51	First Revised		
38.6	Third Revised	52	First Revised		
38.7	Second Revised	53	Third Revised		
38.8	Third Revised	53.1	Third Revised		
38.9	Second Revised	54	First Revised		
38.10	Second Revised	55	Twenty First Revised*		
38.11	Second Revised	56	Third Revised		
38.12	Second Revised	56.1	Original		
38.13	Second Revised	57	Original		
38.14	Second Revised	58	Original		
38.15	Third Revised	59	Original		
38.16	Second Revised	60	Original		
38.17	Second Revised	61	Original		
38.18	Fourth Revised	62	Original		
38.19	Original	63	Original		
39	Twentieth Revised*	64	Original		
40	Eighth Revised	65	Original		
41	Fifth Revised	66	Original		
42	Sixth Revised	67	Original		
42.0	Sixth Revised	68	Original		
42.1	Fourth Revised	69	Original		
42.2	Second Revised	70	Original		
43	Ninth Revised	71	Original		
44	Third Revised	72	Original		
45	Second Revised	73	Original		
		74	Original		

* Denotes pages included with this filing.

NOSVA LIMITED PARTNERSHIP
Administrator of Tariffs
4380 Boulder Highway
Las Vegas, NV 89121
Issued: December 6, 1995

SOUTH CAROLINA TARIFF NO. 2
Original Page 3

Effective:

CONCURRING CARRIERS

NONE

CONNECTING CARRIERS

NONE

OTHER PARTICIPATING CARRIERS

NONE

TABLE OF CONTENTS

Title Sheet	1
Check Sheet	2
Section 1 _ Technical Terms and Abbreviations	6
Section 2 _ Rules and Regulations	8
Section 3 _ Explanation of Rates	14
Section 4 _ Rates	21
Section 5 - Promotions, Special Service Offerings, and Telecompetitive Service Offerings.....	38
Section 6 - Description of Services and Rates	51

SYMBOLS

The following are the only symbols used for the purposes indicated below:

C _ Changed regulation.

D _ Delete or discontinue.

I _ Change Resulting in an increase to a Customer's bill.

M _ Moved from another tariff location.

N _ New

R _ Change resulting in a reduction to a Customer's bill.

T _ Change in text or regulation.

(N)

NOSVA LIMITED PARTNERSHIP
Administrator of Tariffs
4380 Boulder Highway
Las Vegas, NV 89121
Issued: December 6, 1995

SOUTH CAROLINA TARIFF NO. 2
Original Page 6

Effective:

Application of Tariff

This tariff contains the regulations and rates applicable to the furnishing of intrastate resale common carrier communications service by NOSVA Limited Partnership within the state of South Carolina.

TARIFF FORMAT

A. Sheet Numbering _ Sheet numbers appear in the upper right corner of the page. Sheets are numbered sequentially. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between sheets 14 and 15 would be 14.1.

B. Sheet Revision Numbers _ Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current sheet version on file with the APSC. For example, the 4th revised Sheet 14 cancels the 3rd revised Sheet 14. Consult the Check Sheet for the sheet currently in effect.

C. Paragraph Numbering Sequence _ There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level:

2.
2.1.
2.1.1.
2.1.1.A.
2.1.1.A.1.
2.1.1.A.1.(a).
2.1.1.A.1.(a).I.
2.1.1.A.1.(a).I.(i).
2.1.1.A.1.(a).I.(i).(1).

D. Check Sheets _ When a tariff filing is made with the APSC, an updated Check Sheet accompanies the tariff filing. The Check Sheet lists the sheets contained in the tariff, with a cross reference to the current revision number. When new sheets are added, the Check Sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (*). There will be no other symbols used on this sheet if these are the only changes made to it (i.e., the format, etc. remain the same, just revised revision levels on some sheets.)

SECTION 1 _ TECHNICAL TERMS AND ABBREVIATIONS

Access Line _ An arrangement which connects the Customer's telephone to the Company's designated switching center or point of presence.

Authorized User _ A person, firm, corporation, or any other entity authorized by the Customer to utilize the Carrier's service.

Bill Second - One sixtieth of a minute.

Call Duration Charges - Company's charges for the time duration of a call determined by adding the charges tariffed for Minimum and Incremental Call Units only, excluding charges for non-transport (non-usage) charges (see Equivalent Call Unit definition, below). The total of Minimum and Incremental Call Units equal total call duration (time).

Call Unit (CU) - The basic unit by which calls are rated based on a uniform mathematical factor of 6, that is, for purposes of calculating call charges for recovery of Company's transport and non-transport costs, a call unit is uniform at 6 subject to minimum values at 18, 30, and 60 as specified in this tariff. There are four types of call units - Minimum (MCU), Incremental (ICU), Equivalent (ECU), and Total (TCU), as defined herein.

Cents Per Minute (CPM) - The term and acronym of reference used to identify Company's charges for minimum and incremental call duration, that is, those charges associated only with Minimum and Incremental Call Unit(s), in any rate plan and/or promotion which excludes, exempts, or waives charges for non-transport (non-usage) charges (see Equivalent Call Unit definition, below).

Cents Per Minute of Usage (CPMU) - The Carrier's charges billed in whole cents or fractions of cents as Minimum and/or Incremental Call Units and apply to the duration of time in minutes or fractions thereof beginning when the Customer's call is connected to Carrier's network and ending when the call is disconnected from the network, but is not inclusive of non-transport, non-usage charges.

*** Material Formerly Appearing On This Page Now Appears On Original Page 8.1.***

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Effective: July 23, 1999

SECTION 1 _ TECHNICAL TERMS AND ABBREVIATIONS

Company or Carrier _ NOSVA Limited Partnership unless otherwise clearly indicated by the context.

Commission - South Carolina Public Service Commission.

Customer or End User _ The person, firm, corporation or other entity which orders, cancels, amends or uses service and is responsible for payment of charges and compliance with the Company's tariff.

Equal Access _ Where the local exchange company central office provides interconnection to interexchange carriers with Feature Group D circuits. In such end offices, customers presubscribe their telephone line(s) to their preferred interLATA carrier.

Equivalent Call Unit (ECU) - The Call Unit, expressed in dollars and/or cents or decimal fractions thereof, applied pursuant to this tariff to recover the non-transport (non-usage) costs incurred by Carrier in providing service.

Equivalent Call Unit Value - An Equivalent Call Unit's "value" is equal to the tariffed charge for an Incremental Call Unit in dollars and/or cents or decimal fractions thereof as set forth in this tariff.

Incremental Call Unit (ICU) - The Call Unit, expressed in dollars and/or cents or decimal fractions thereof, applied pursuant to this tariff to recover the transport (usage) costs of the incremental duration of a call and measured in 6, 30, 60, or other increments of Bill Seconds as specified herein.

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M/T

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T/M

T/M

SECTION 1 _ TECHNICAL TERMS AND ABBREVIATIONS (Cont'd)

LEC _ Local Exchange Carrier.

Minimum Call Unit (MCU) - Minimum Call Unit (MCU) - The Call Unit, expressed in dollars and/or cents or decimal fractions thereof, applied pursuant to this tariff to recover the transport (usage) costs of the initial or minimum duration of a call and measured in 6, 15, 18, 30, 60, or other increments of Bill Seconds as specified herein.

(T)

Minimum Period - The minimum period of time for which charges are incurred or to which billing time is rounded to meet the minimum billing period provided in this tariff.

(T)

Minute of Use (MOU) - A minute of call usage (transport) measured by the total of applicable Call Units as defined herein.

Non-Business Day (NBD)/Off-Peak - 4:01 p.m. to 8:59 p.m., Monday through Friday, and all day Saturday and Sunday.

Non-Transport Costs - Company's costs incurred to render service other than the underlying transport of a call and synonymous with "non-usage."

PSC _ Public Service Commission.

Special Access Origination/Termination _ Where access between the customer and the interexchange carrier is provided on dedicated circuits. The cost of these dedicated circuits is billed by the access provider directly to the end user.

(N)

(N)

Switched Access Origination/Termination _ Where access between the customer and the interexchange carrier is provided on local exchange company Feature Group circuits and the connection to the customer is a LEC_provided business or residential access line. The cost of switched Feature Group access is billed to the interexchange carrier.

*** Material Formerly Appearing On This Page Now Appears On Original Page 9.1.***

(M)

Effective: July 23, 1999

SECTION 1 _ TECHNICAL TERMS AND ABBREVIATIONS

Total Call Units (TCU) - The total number of applicable Call Units (Minimum, Incremental, Equivalent) billed in whole numbers and fractionally in tenths (e.g., .3, 1.2, and so forth) used to determine the charges necessary to recover the Carrier's transport and non-transport costs incurred in providing services pursuant to this tariff.

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Transport Costs - Company's costs incurred to transport a call from the time of connection to disconnection, and synonymous with the terms "usage" and "duration."

T/M

Usage Increments - Time intervals for which one or more Equivalent Call Units apply as provided in this tariff.

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V & H Coordinates _ Geographic points which define the originating and terminating points of a call in mathematical terms so that the airline mileage of the call may be determined. Call mileage is used for the purpose of rating calls.

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SECTION 2 _ RULES AND REGULATIONS

2.1 Undertaking of Company

Company's services and facilities are furnished for communications originating at specified points within the state of South Carolina under terms of this tariff.

Company installs, operates, and maintains the communications services provided herein in accordance with the terms and conditions set forth under this tariff. Company may act as the Customer's agent for ordering access connection facilities provided by other carriers or entities, when authorized by the Customer, to allow connection of a Customer's location to the Company's network. The Customer shall be responsible for all charges due for such service arrangement.

(T)
(T)

The Company's services and facilities are provided on a monthly basis unless otherwise provided, and are available twenty-four hours per day, seven days per week.

2.2 Limitations

2.2.1 Service is offered in Equal Access areas only.

2.2.2 Service is offered subject to the availability of the necessary facilities and equipment, or both facilities and equipment, and subject to the provisions of this tariff.

2.2.3 Company reserves the right to discontinue or limit service when necessitated by conditions beyond its control, or when the Customer is using service in violation of provisions of this tariff, or in violation of the law.

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NOSVA LIMITED PARTNERSHIP
Administrator of Tariffs
4380 Boulder Highway
Las Vegas, NV 89121
Issued: December 6, 1995

SOUTH CAROLINA TARIFF NO. 2
Original Page 12

Effective:

SECTION 2 _ RULES AND REGULATIONS, CONT'D.

SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.5 Deposits

The Company does not collect deposits from Customers.

2.6 Advance Payments

For Customers whom the Company determines an advance payment is necessary, Company reserves the right to collect an amount not to exceed one (1) month's estimated charges as an advance payment for service. This will be applied against the next month's charges and a new advance payment may be collected for the next month, if necessary.

2.7 Taxes

All state and local taxes (i.e., gross receipts tax, sales tax, municipal utilities tax) are listed as separate line items and are not included in the quoted rates.

2.8 Terminal Equipment

The Company's facilities and service may be used with or terminated in Customer_provided terminal equipment or Customer_provided communications systems, such as a telephone set, PBX or key system. Such terminal equipment shall be furnished and maintained at the expense of the Customer, except as otherwise provided. The Customer is responsible for all costs at his or her premises, including personnel, wiring, electrical power, and the like, incurred in the use of the Company's service. When such terminal equipment is used, the equipment shall comply with the generally accepted minimum protective criteria standards of the telecommunications industry as endorsed by the Federal Communications Commission.

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SECTION 2 _ RULES AND REGULATIONS, CONT'D.

2.9 Installation and Termination

Service is installed upon mutual agreement between the Customer and the Company.
The service agreement does not alter rates specified in this tariff.

2.10 Payment for Service

The Customer is responsible for payment of all charges for services and equipment furnished to the Customer or to an Authorized User of the Customer by Company. All charges due by the Customer are payable to the Company or to the Company's authorized billing agent. Terms of payment shall be subject to the rules of regulatory agencies, such as the South Carolina Public Service Commission. Any objections to billed charges must be reported to the Company or its billing agent. Adjustments to Customer's bills shall be made to the extent that circumstances exist which reasonably indicate that such changes are appropriate.

2.11 Cancellation by Customer

Customer may cancel service by providing 5 days written or verbal notice to the Company.

2.12 Interconnection

Service furnished by Company may be connected with the services or facilities of other carriers. Such service or facilities, if used, are provided under the terms, rates and conditions of the other carrier. The Customer is responsible for all charges billed by other carriers for use in connection with the Company's service. Any special interface equipment or facilities necessary to achieve compatibility between carriers is the responsibility of the Customer.

SECTION 2 _ RULES AND REGULATIONS, CONT'D.

2.12 Refusal or Discontinuance by Company

The Company may refuse or discontinue service under the following conditions. Unless otherwise specified, the Customer will be given five (5) days written notice and allowed a reasonable time to comply with any rule or remedy any deficiency.

(C)

(a) For non_compliance with and/or violation of any State or municipal law, ordinance or regulation pertaining to telephone service.

(C)

(b) For the use of telephone service for any other property or purpose other than that described in the application.

(T)

(c) For neglect or refusal to provide reasonable access to the Company for the purpose of inspection and maintenance of equipment owned by the Company.

(d) For non_compliance with and/or violation of the Commission's regulations or the Company's rules and regulations on file with the Commission.

(e) For non_payment of bills for telephone service.

(f) Without notice in the event of Customer use of equipment in such a manner as to adversely affect the Company's equipment or the Company's service to others.

(T)

(C)

(g) Without notice in the event of tampering with the equipment furnished and owned by the Company.

(C)

(h) Without notice in the event of unauthorized or fraudulent use of service. Whenever service is discontinued for fraudulent use of service, the Company may, before restoring service, require the Customer to make, at his own expense, all changes in facilities or equipment necessary to eliminate illegal use and to pay an amount reasonably estimated as the loss in revenues resulting from such fraudulent use.

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(T)

(T)

2.13 Refusal or Discontinuance by Company (Cont'd)

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|-----|---|---------------------------------------|-------------------|
| (i) | For failure of the Customer to make proper application | for service. | (N) |
| (j) | For Customer's breach of the contract for service | between the Company and the Customer. | (N) |
| (k) | When necessary for the Company to comply with any order or request of any governmental authority having jurisdiction. | | (D)
(M)
(T) |

(D)

SECTION 2 _ RULES AND REGULATIONS (Cont'd)

2.14 Inspection, Testing and Adjustment

Upon reasonable notice, the facilities provided by the Company shall be made available to the Company for tests and adjustments as may be deemed necessary by the Company for maintenance. No interruption allowance will be granted for the time during which such tests and adjustments are made when the interruption is less than twenty_four consecutive hours.

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(T)

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(D)

2.15 Interruption of Service

Credit allowances for interruptions of service which are not due to the Company's testing or adjusting, to the negligence of the Customer, or to the failure of channels, equipment or communications systems provided by the Customer, are subject to the general liability provisions set forth in Section 2.4 herein. It shall be the obligation of the Customer to notify Company immediately of any interruption in service for which a credit allowance is desired by Customer. Before giving such notice, Customer shall ascertain that the trouble is not within his or her control, or is not in wiring or equipment, if any, furnished by Customer and connected to Company's terminal. Interruptions caused by Customer_provided automatic dialing equipment or access_code programmed PBXs are not deemed an interruption of service as defined herein since the Customer has the option of using the long distance network via local exchange company access.

(C)

(N)

(N)

Effective: April 27, 1998

All Material On This Page is New.

SECTION 2 _ RULES AND REGULATIONS (Cont'd)

2.16 Recovery of Charges

Customer agrees that all actions, suits, or proceedings to recover charges due under this tariff shall, at the Company's discretion, be prosecuted in the state or federal courts in the state in which the Company maintains its principal offices or in which it administers its legal/regulatory affairs. Customer consents to and submits to the exercise of jurisdiction over the subject matter, waives personal service of any and all process upon it, and consents that all such service of process be made by registered mail directed to customer at its address registered with Company. Service so made shall be deemed to be completed five business days after such process shall have been deposited in the mail, postage prepaid. Customer waives trial by jury, any objection based on forum non conveniens, any objection to venue or jurisdiction of any action instituted hereunder, and consents to the granting of such legal or equitable relief as deemed appropriate by the Court.

2.17 General Customer Eligibility Requirements

Company offers service to all persons and/or entities which meet the following general eligibility requirements. Additional eligibility requirements may apply for specific services and will be described and prescribed in the sections of this tariff applicable to each service offering based on specific eligibility requirements in addition to those following.

Effective: July 23, 1999

All Material On This Page is New.

SECTION 2 _ RULES AND REGULATIONS (Cont'd)

2.17 Limitations of Actions

2.17.1 All actions at law or in equity, and/or all complaints to regulatory authorities against Company for the recovery of damages and/or seeking mandates requiring the Company to take action or to cease any action which is not based on tariffed charges shall be begun within one year from the time the cause of action accrues and not after. Commencement of an action or complaint does not relieve Customer's duties to pay Company's charges.

2.17.2 All actions at law or in equity, and/or all complaints to regulatory authorities against Company for the recovery of overcharges based on tariffed rates shall be begun within one year from the time the cause of action accrues and not after, except that if a claim for the overcharge has been presented in writing to Company within the one-year period of limitation, said period shall be extended to include one year from the time the notice in writing is given by the Company to the claimant of disallowance of the claim, or any part or parts thereof, specified in such notice. Commencement of an action or complaint does not relieve Customer's duties to pay Company's charges.

Effective: July 23, 1999

All Material On This Page is New.

SECTION 2 _ RULES AND REGULATIONS (Cont'd)

2.17 Limitations of Actions (Cont'd)

2.17.3 All actions at law by Company for recovery of its lawful charges, or any part thereof, shall be begun within one year from the time the cause of action accrues, and not after. If on or before the period of limitation in sections 2.17.1 or 2.17.2, preceding, Company begins action under this section for recovery of lawful charges in respect to the same service, or, without beginning action, collects charges in respect if that service, said period of limitation shall be extended to include ninety (90) days from the date such action is begun or such charges are collected by Company.

2.17.4 The term "overcharges" as used in this section shall be deemed to mean charges for services in excess of those applicable to such service or services under the Company's schedules of charges lawfully on file with the Commission.

Effective: July 23, 1999

All Material On This Page is New.

SECTION 2 _ RULES AND REGULATIONS (Cont'd)

2.18 General Customer Eligibility Requirements

Company offers service to all persons and/or entities which meet the following general eligibility requirements. Additional eligibility requirements may apply for specific services and will be described and prescribed in the sections of this tariff applicable to each service offering based on specific eligibility requirements in addition to those following.

2.18.1 Non-Payment of Charges

At any time within the two years prior to ordering service from Company, customer may not have had its account with another telecommunications service provider canceled for non-payment of charges.

2.18.2 Timely Payment of Charges

At any time within the twelve (12) months prior to ordering service from Company, customer may not have had any history of late payment charges for services provided by another telecommunications service provider.

2.18.3 No History of Delinquencies

Presently, or at any time during a previous service period with Company or any commonly-owned telecommunication service provider, Customer may not have had or have any delinquencies in payment of applicable charges.

2.18.4 Creditworthiness

Prior to and at all times during service terms, customer must have and maintain credit worthiness determined to be satisfactory to Company in its sole and absolute discretion.

Effective: July 23, 1999

All Material On This Page is New.

SECTION 2 _ RULES AND REGULATIONS (Cont'd)

2.19 Service Cancellation, Discontinuance and Termination

Subject to and to be construed consistent with section 2.18, preceding, and under applicable circumstances as set forth following, Company's services may be canceled, temporarily or permanently discontinued or terminated without liability of any kind to customer or any third party. Company's right to cancel, discontinue and/or terminate a service or services applies equally to and/or may in Company's discretion be limited to new orders for or modifications to existing service, new service orders, modifications of services yet to be commenced or other service circumstances.

2.19.1 Definitions

A service or services are considered "canceled" when the Company determines not to provision service prior to commencement of that service.

A service or services are considered to be "temporarily discontinued" when Company determines to suspend service or services for a period of time during which the causes underlying the suspension of service are investigated to determine whether a service or services may be reinstituted consistent with this tariff and/or applicable law and/or regulation. Temporary discontinuances may not exceed thirty days, unless good cause is shown. At the end of the applicable period of temporary discontinuance, e.g., 30 days, service must be reinstituted according to the original terms and conditions applicable to said service or services as set forth in this tariff.

Effective: July 23, 1999

All Material On This Page is New.

SECTION 2 _ RULES AND REGULATIONS (Cont'd)

2.19 Service Cancellation, Discontinuance and Termination (Cont'd)

2.19.1 Definitions (Cont'd)

A service or services are considered to be "permanently discontinued" when Company is unable to determine within the applicable period of temporary discontinuance that the service or services cannot be reinstituted according to the original terms and conditions applicable to said service or services as set forth in this tariff.

A service or services are considered "terminated" when Company ceases to provision the service or services for a customer or class of customers or determines that offering the service or services is no longer warranted because customer demand for the service or services has fallen below the level needed to maintain the service or services on a cost effective or operationally practical basis or both.

Effective: July 23, 1999

All Material On This Page is New.

SECTION 2 _ RULES AND REGULATIONS (Cont'd)

2.19 Service Cancellation, Discontinuance and Termination (Cont'd)

2.19.2 Cancellation

- A.** A specific service or any combination of multiple services may be canceled without prior notice of any kind, if Company determines the customer's service profile does not meet the eligibility requirements applicable to the service or services under this tariff. Company will provide verbal or written notice of the cancellation within a reasonable time after Company determines cancellation is required.
- B.** A specific service or any combination of multiple services may be canceled without prior notice of any kind, if Company determines that the customer has a history of late payments, payment delinquencies, a poor credit rating, or a history of disputed billings with Company or other telecommunications service providers. Company will provide verbal or written notice of the cancellation within a reasonable time after Company determines cancellation is required.
- C.** A specific service or any combination of multiple services may be canceled without prior notice of any kind, if Company determines that the customer's representative did not have the authority to order the service or services, fails to provide proof satisfactory to Company that such authority was delegated to the person claiming to represent the customer, or Company determines by any means that the person misrepresented his or her authority on behalf of customer. Company will provide verbal or written notice of the cancellation within a reasonable time after Company determines cancellation is required.

All Material On This Page is New.

SECTION 2 _ RULES AND REGULATIONS (Cont'd)

2.19 Service Cancellation, Discontinuance and Termination (Cont'd)

2.19.3 Temporary Discontinuance

- A.** A specific service or any combination of multiple services may be temporarily discontinued if Company determines that circumstances exist which if shown to be true would cause the continuation of the service or services to violate any term or provision of this tariff, any applicable law or regulation, or result in unlawful, abusive, fraudulent, or harassing use or an invasion of another's privacy. Company will provide reasonable advance notice, not to exceed ten calendar days, of any temporary discontinuance; provided that Company may institute a temporary discontinuance without prior notice when Company determines such action is necessary in the public interest, to avoid a possible violation of law, this tariff, or governing regulations or in any circumstance where the rights of a third party may be threatened with substantive harm or damage.
- B.** A specific service or any combination of multiple services may be temporarily discontinued without prior notice if Company determines that a customer's monthly usage exceeds or is projected in any of the next three succeeding billing cycles to exceed customer's estimated usage provided prior to commencement of service by \$500, and customer, having been notified of its unexpected level of usage, and requested to provide specific security for payment of charges, fails to confirm in writing customer's acknowledgment and agreement to the tariffed charge applicable to customer's service or services and provide Company, in Company's sole discretion, subject to compliance with state law and regulation, with either a deposit or an advance payment as duly tariffed herein, in any case, such deposit or advance payment must be provided Company by wire transfer pursuant to banking instructions provided by Company.

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All Material On This Page is New.

SECTION 2 _ RULES AND REGULATIONS (Cont'd)

2.19 Service Cancellation, Discontinuance and Termination (Cont'd)

2.19.3 Temporary Discontinuance (Cont'd)

- C.** A specific service or any combination of multiple services may be temporarily discontinued without prior notice if Company determines that customer's most recent payment was remitted without sufficient funds to cover the then outstanding charges and any arrearage, and customer, having been notified of its insufficient funds, fails to confirm in writing customer's acknowledgment and agreement to the tariffed charges applicable to customer's service or services and provide Company, in Company's sole discretion, subject to compliance with state law and regulation, with either a deposit or an advance payment as duly tariffed herein.

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All Material On This Page is New.

SECTION 2 _ RULES AND REGULATIONS (Cont'd)

2.19 Service Cancellation, Discontinuance and Termination (Cont'd)

2.19.3 Temporary Discontinuance (Cont'd)

- D.** A specific service or any combination of multiple services may be temporarily discontinued without prior notice if customer has not paid the charges for services rendered within thirty (30) days of invoice date and Company determines that customer has or will refuse to pay the invoiced tariffed charges other than for legitimate unresolved disputes about the charges. For purposes of this section, legitimate disputes over charges do not include:
- 1.** Disputes arising from Company's billing and collection of government imposed surcharges, fees, assessments, taxes or other similar charges for which Company is not the originator;
 - 2.** Disputes arising from Company's bill presentation format;
 - 3.** Disputes arising from Company's rate structure;
 - 4.** Disputes arising from any cause not related to miscalculations of charges for services rendered; disputes over the services themselves as to quality, reliability, or "as ordered" correctness; and/or
 - 5.** Customer's dispute of the correctness of Company's determination to reject customer's original "legitimate" dispute of Company's charges.

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All Material On This Page is New.

SECTION 2 _ RULES AND REGULATIONS (Cont'd)

2.19 Service Cancellation, Discontinuance and Termination (Cont'd)

2.19.4 Permanent Discontinuance

A specific service or any combination of multiple services may be permanently discontinued if Company is unable to determine within the applicable period of temporary discontinuance as provided for in section 2.19.3.D, preceding, that the service or services may be reinstituted according to the original terms and conditions applicable to said service or services as set forth in this tariff; or the causes giving rise to the temporary discontinuance in the first instance have not been resolved permitting reinstitution of service on the terms and conditions applicable prior to temporary discontinuance of service. Company will provide prior written notice of permanent discontinuance within a reasonable time, not to exceed five (5) business days once Company determines permanent discontinuance is required.

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All Material On This Page is New.

SECTION 2 _ RULES AND REGULATIONS (Cont'd)

2.19 Service Cancellation, Discontinuance and Termination (Cont'd)

2.19.5 Termination

A specific service or any combination of multiple services may be terminated if Company determines to cease provisioning the service or services for a customer or class of customers for cause. For purposes of this section, "cause" is defined as follows:

- A.** The circumstances giving rise to Company's determination to cancel, temporarily discontinue or permanently discontinue a service or any combination of multiple services are determined by Company to be immune to positive changes or improvement.
- B.** The offering of the service or services is no longer warranted because customer demand for the service or services has fallen below the level needed to maintain the service or services on a cost effective or operationally practical basis or both.
- C.** The offering of the service or services is no longer warranted because applicable laws, regulations, or government policy have separately or in combination made continued provisioning of the service or services technically and/or competitively infeasible, economically unviable, or operationally impracticable.

**** ALL MATERIAL ON THIS PAGE IS NEW ****

SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.19 Service Cancellation, Discontinuance and Termination (Cont'd)

2.19.6 Service Term Commitments

- A. Termination Charges - Discontinuance Before Expiration.** Should customer discontinue service before the expiration of any term commitment specified in this tariff, customer shall be liable for termination charges as specified in the term commitment.
- B. 90-Day Term Agreement** – In consideration for the value of various promotional offerings granted to certain new customers, such customers may elect to be subject to a 90-Day Term Agreement. Should a customer under this term agreement terminate service with Company prior to completion of the term, that customer is subject to an early termination charge equal to the amount of estimated billing for such customer, applied on a pro-rata basis for the remainder of the term. The monthly estimated billing for a customer is determined by customer's previous carrier's invoice. The initiation date of the term is deemed the date of customer's first call. The date of termination of service is deemed as the date Company's Winback Department notes customer's account as in "jeopardy." The pro-rata early termination charge amount is determined by multiplying customer's monthly estimated billing by three (3) (to determine the total term estimated billing), determining the percentage of the remaining days of the term after termination, as compared to the entire term, and applying the remaining term percentage to the total term estimated billing. Percentages are rounded up to the next whole number, and termination charges are rounded up to the next whole dollar. The early termination charge will be applied to customer's next invoice after the date of termination. Customer's 90-Day Term Agreement will automatically renew for subsequent additional 90-Day terms unless customers cancel their account within 30 days of completion of the current term.
- C. 6-Month Term Agreement** – In consideration for the value of various promotional offerings granted to certain new customers, such customers may elect to be subject to a 6-Month Term Agreement. Should a customer under this term agreement terminate service with Company prior to completion of the term, that customer is subject to an early termination charge equal to the amount of estimated billing for such customer, applied on a pro-rata basis for the remainder of the term. The monthly estimated billing for a customer is determined by customer's previous carrier's invoice. The initiation date of the term is deemed the date of customer's first call. The date of termination of service is deemed as the date Company's Winback Department notes customer's account as in "jeopardy." The pro-rata early termination charge amount is determined by multiplying customer's monthly estimated billing by six (6) (to determine the total term estimated billing), determining the percentage of the remaining days of the term after termination, as compared to the entire term, and applying the remaining term percentage to the total term estimated billing. Percentages are rounded up to the next whole number, and termination charges are rounded up to the next whole dollar. The early termination charge will be applied to customer's next invoice after the date of termination. Customer's 6-Month Term Agreement will automatically renew for subsequent additional 6-Month terms unless customers cancel their account within 30 days of completion of the current term.

**** ALL MATERIAL ON THIS PAGE IS NEW ****

SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.19 Service Cancellation, Discontinuance and Termination (Cont'd)

2.19.6 Service Term Commitments (Cont'd)

- D. 1-Year Term Agreement** – In consideration for a guarantee, granted to certain new customers, that a customer's long distance Interstate and Intrastate/IntraLata usage rates will not increase during the Agreement term, such customers may elect to be subject to a 1-Year Term Agreement. Should a customer under this term agreement terminate service with Company prior to completion of the term, that customer is subject to an early termination charge equal to the amount of estimated billing for such customer, applied on a pro-rata basis for the remainder of the term. The monthly estimated billing for a customer is determined by customer's previous carrier's invoice. The initiation date of the term is deemed the date of customer's first call. The date of termination of service is deemed as the date Company's Winback Department notes customer's account as in "jeopardy." The pro-rata early termination charge amount is determined by multiplying customer's monthly estimated billing by twelve (12) (to determine the total term estimated billing), determining the percentage of the remaining days of the term after termination, as compared to the entire term, and applying the remaining term percentage to the total term estimated billing. Percentages are rounded up to the next whole number, and termination charges are rounded up to the next whole dollar. The early termination charge will be applied to customer's next invoice after the date of termination.
- E. Discontinuance Without Liability** - Customers may discontinue service before expiration of any term commitment specified in this tariff without incurring the applicable termination charges if customers restructure their service by agreeing to a new service term of equal or greater length as that of the service term customer discontinues or to a new service with a greater volume commitment for a term, the combination of which (that is, the new term and greater volume commitment) has a value equal to or greater than the value of the service being discontinued.

All disputes concerning or affecting any service, rating of services, transfer of service, payments on account, credits, promotions, special offers or services, or any action or service of Company and/or its agents and/or any billing, bills, invoices, or statements of accounts shall be resolved through binding arbitration. Arbitration of disputes, whether raised by the Company or by the Customer, shall resolve all issues between the Company and the Customer, and shall not involve any form of class or collective arbitration nor any form whatsoever of class action lawsuit. A dispute occurs when the customer fails to pay an invoice or contests it for any reason associated with the ordering, installation, provisioning, maintenance, repair, interruption, restoration or termination of any service or facility offered under this Tariff. Once a dispute is raised, arbitration is mandatory, and counterclaims may be asserted. The arbitration shall be administered by the neutral third party administrator (Administrator) jointly chosen by the customer and Company and shall be conducted under rules and procedures normally followed for arbitrations conducted in this country. As a condition of service under this Tariff, and as disclosed in the customer authorization for service (LOA), any dispute or any counterclaims in response to such a dispute shall be governed by such arbitration rules and procedures. Nothing herein shall be construed to deny a customer its rights to file complaints with the [South Carolina Public Service Commission](#) pursuant to applicable statutory or regulatory provisions at the conclusion of any arbitration conducted in accordance herewith.

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SOUTH CAROLINA TARIFF NO. 2
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SECTION 3 _ EXPLANATION OF RATES (Cont'd.)
RESERVED FOR FUTURE USE.

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SECTION 3 _ EXPLANATION OF RATES (Cont'd)

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3.2 Rate Elements

- 3.2.1** Long distance usage charges are based on the usage of the Company's network. The Company will determine that a call has been established through industry standard answer detection methods, including hardware answer detection.
- 3.2.2** Chargeable time for a call ends upon disconnection by either party.
- 3.2.3** Charges for calls are based on usage of the Carrier's network (transport) and the related non-transport functions including without limitation, installation/account set up, general and account administration, regulatory fees, and other costs.
- 3.2.4** Charges for a call are determined by adding all applicable Call Units as defined in this tariff -Minimum, Incremental, and Equivalent and are in lieu of additional surcharges, the imposition of minimum service terms or other special charges, unless expressly set forth in this tariff.
- 3.2.5** Carrier adds one or more ECUs in determining TCUs to recover the equivalent of the costs for the non-transport functions of providing a call according to a non-discriminatory algorithm applied to all customers unless otherwise provided for herein.

SECTION 3 - EXPLANATION OF RATES (Cont'd)

3.2 Rate Elements (Cont'd)

3.2.6 Call Unit Calculations

Total charges per call are calculated by using the information provided in Tables 1 or 2 to determine Total Call Units ("TCU's") in each call and by multiplying the TCU's by the rates applicable to the service provided. The following tables may be used to determine the TCU's in any call of a specified duration as shown following:

TABLE 1 - Calls of a Minute or Less

<u>Duration (In seconds)</u>	<u>TCU's</u>	
1-18*	3.2	(I)
19-22	3.3	
23-24	3.4	
25-26	3.5	
27-29	3.6	
30	3.7	
31-35	3.9	
36	4.0	
37-42	4.1	
43-44	4.2	
45-48	4.3	
49-53	4.4	
54	4.5	
55-58	4.6	
59	4.7	
60	4.8	(I)

* calls are subject to an 18-second minimum.

TABLE 2 - Calls in Minutes

<u>Duration (In minutes)</u>	<u>Formula Calculations</u>	
1-19.9	TCU's = [Call Duration (in minutes) x 2.2 + 2.6]	(I)
20 +	TCU's = [Call Duration (in minutes) + 26.6]	(I)

Note: The tables preceding can be used in reverse to convert TCU's to minutes of call duration for individual calls.

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SECTION 3 - EXPLANATION OF RATES (Cont'd)

3.2 Rate Elements (Cont'd)

3.2.7 Reserved for Future Use

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SECTION 3 - EXPLANATION OF RATES (Cont'd)

3.2 Rate Elements (Cont'd)

3.2.8 Reserved for Future Use

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3.2 Rate Elements (Cont'd)

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3.2 Rate Elements (Cont'd)

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3.2 Rate Elements (Cont'd)

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3.2 Rate Elements (Cont'd)

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3.2 Rate Elements (Cont'd)

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3.2 Rate Elements (Cont'd)

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3.2 Rate Elements (Cont'd)

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3.2 Rate Elements (Cont'd)

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3.2 Rate Elements (Cont'd)

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SECTION 3 _ EXPLANATION OF RATES (Cont'd)

3.2 Rate Elements (Cont'd)

3.2.9 All calls incur charges for Minimum and applicable Equivalent Call Units and all calls of more than 18 seconds will also incur charges for applicable Incremental Call Units.

3.2.10 Reserved for future use.

3.2.11 When the connection is established in one rate period and ends in another, the rate for each rate period applies to the portion of the connection occurring within that rate period. In the event that a billing increment is split between two rate periods the rate in effect at the start of the billing increment applies.

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SECTION 3 _ EXPLANATION OF RATES (Cont'd)

3.2 Rate Elements (Cont'd)

3.2.12 Rounding

A. Rounding at 18/6. Company follows the industry practice of "rounding," that is, in its most basic form, when call duration does not end on the nearest whole six second increment, the call's duration is rounded to the next whole 6 second increment. Services with billing increments of 6 second increments with an 18 second minimum are billed as follows - a minimum of 3 call units, equal to either 3 ICUs of 6 seconds each, or 1 Minimum Call Unit (MCU) of 18 seconds as the minimum, with additional call duration rounded to the next higher 6 second increment, i.e., the next ICU having a value in this case of a whole 6 seconds.

B. Rounding to Whole Cents. Charges for each call are totaled. If the computed charges include a fraction of a cent, the fraction is rounded up to the next whole cent (e.g., \$1.4233 would be rounded up to \$1.43).

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SECTION 3 _ EXPLANATION OF RATES (Cont'd)

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3.3 Calculation of Distance

Usage charges for all mileage sensitive products or services are based on the airline distance between the rate center locations associated with the originating and terminating points of the call. At present, Carrier does not offer mileage sensitive products or services.

The distance between the originating and terminating points is calculated by using the "V" and "H" coordinates of the rate centers as defined by AT&T in its Tariff No. 10 as filed with the FCC in the following manner:

Step 1 _ Obtain the "V" and "H" coordinates for the rate center of the customer's switch and the destination point.

Step 2 _ Obtain the difference between the "V" coordinates of each of the Rate Centers. Obtain the difference between the "H" coordinates.

Step 3 _ Square the differences obtained in Step 2.

Step 4 _ Add the squares of the "V" difference and "H" difference obtained in Step 3.

Step 5 _ Divide the sum of the square obtained in Step 4 by ten (10). Round to the next higher whole number if any fraction results from the division.

Step 6 _ Obtain the square root of the whole number obtained in Step 5. Round to the next higher whole number if any fraction is obtained. This is the distance between the originating and terminating rate centers of the call.

Formula:

$$\sqrt{\frac{(V_1 - V_2)^2 + (H_1 - H_2)^2}{10}}$$

SECTION 3 _ EXPLANATION OF RATES (Cont'd)

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3.4 Telecompetitive Service Offerings ("TSOs")

From time to time, Carrier shall tariff rates or select tariffed rates, the purpose of and/or design for which is to retain Carrier's competitive position by offering rates which are necessitated by competing offers received by or available to existing or potential customers, which if not matched or bettered would result in the loss of an existing or potential customer and/or in the reduction of traffic volume of the customer. Carrier either shall require customer confirmation of the competitive offer in writing or shall confirm the availability of a more favorable competitive rate from published tariffs, marketing materials, or other public sources to establish a customer's right to obtain a TSO.

- 3.4.1** TSOs will comply with the Carrier's net revenue test which is founded on established economic principles ensuring above-cost pricing.
- 3.4.2** A customer or potential customer which is similarly situated may request service under a new or previously tariffed TSO. To qualify as a similarly situated customer for purposes of this Section, the customer seeking the TSO must demonstrate the existence of circumstances substantially and materially like those which justified the TSO as tariffed.
- 3.4.3** An existing customer or potential customer unable to demonstrate being similarly situated under a tariffed TSO may, nonetheless, be able to qualify for a different or new TSO tailored to that customer's circumstances.
- 3.4.4** TSOs are available for all rates published in this Tariff.
- 3.4.5** Whenever a customer's competitive offer entails a rate which is not at the time offered by the Company, a specifically responsive competitive rate (RCR) matching that otherwise available from the competitive offering shall be tariffed in Section 4, following.

3.5 Benchmark Rates

Certain rates set forth in Section 4 of this tariff are "benchmarked," that is, keyed to a customer's monthly revenue volume and/or term commitments. Customers whose monthly revenue volume and/or term commitments do not meet the applicable benchmark(s) may obtain the benchmarked rate pursuant to Section 3.1.1 preceding.

SECTION 3 - EXPLANATION OF RATES (Cont'd)

3.5 Freedom Plans

Subject to Section 5.1 following, Carrier offers services under its Freedom Plan 2000 and Freedom Plan for Business Users (collectively, the "Freedom Plans") based on the Rate Plans and categories as specified following. Rates are graduated as shown in Table 1 following, higher to lower, that is, Rate Category I for the Cairo 2 Rate Plan contains Carrier's lowest offered rates and Rate Category XI for the Basic Q Rate Plan contains Carrier's top rates.

Table 1

Rate Plan	Rate Category
Basic Q	XI
Classic Q	X
Classic 2	IX
Classic 1	VIII
Universal	VII
Prime 2	VI
Prime 1	V
Super 1	IV
Super 2	III
Cairo 1	II
Cairo 2	I

- 3.5.1** Any Rate Category I-IX customers in service on or before July 15, 2009, whose services are not part of an unexpired term plan or usage rate guarantee, and which have not experienced a rate category change during the previous three consecutive invoices, shall have their rates adjusted upward by two Rate Categories, effective for all calls on or after October 15, 2009, that are reflected on invoices rendered on or after November 15, 2009. (C/I)
- 3.5.2** Any Rate Category X customers in service on or before July 15, 2009, whose services are not part of an unexpired term plan or usage rate guarantee, and which have not experienced a rate category change during the previous three consecutive invoices, shall have their rates adjusted to Rate Category XI, effective for all calls on or after October 15, 2009, that are reflected on invoices rendered on or after November 15, 2009. (C/I)
- 3.5.3** **Reserved for Future Use.**

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NOSVA LIMITED PARTNERSHIP
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NOSVA LIMITED PARTNERSHIP
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NOSVA LIMITED PARTNERSHIP
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SOUTH CAROLINA TARIFF NO. 2
Third Revised Page 37
Cancels Second Revised Page 37
Effective: December 28, 2000

SECTION 4 _ RATES (Cont'd)
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SECTION 4 - RATES (Cont'd)

4.2 Rate Schedules (Cont'd)

4.2.1 - 4.2.13 Reserved for Future Use.

4.2.14 Company offers two Freedom Plans, its Freedom Plan 2000 and its Freedom Plan for Business Users. Company's standard tariff rate methodology applies to each invoice under its Freedom Plan 2000. Section 5.1 applies to Company's Freedom Plan for Business Users. Initial call duration (usage) is measured by a Minimum Call Unit (MCU) of 18 seconds, with fractional MCUs rounded to the next whole MCU, i.e., to a full 18 seconds; and incremental call duration is measured by call duration segments of 6 seconds with the final call segment just prior to effective disconnection rounded to the next full 6 seconds of call duration. The provisions of Section 3.2, 3.5 and Section 4.2.14.P of this tariff apply. FPBU features a waiver of the non-transport/non-usage changes, provided the Customer has not previously canceled nor discontinued any service, has not had service cancelled or temporarily discontinued by Company, and has no record of late payment or payments withheld over disputed billings, regardless of the result of the dispute. Subject to Section 5.1 following, the following Freedom Plans (collectively, the "Freedom Plans") Rate Plans, the Basic Q, Classic Q, Classic 2, Classic 1, Universal, Prime 2, Prime 1, Super 1, Super 2, and Cairo Rate Plans, are offered. (T)

A. Basic Q Rate Plan

Basic Q rates are provided to customers with no minimum monthly intrastate usage requirement at the following rates: (C)

	<u>Minimum Call Unit or Fraction</u>	<u>Incremental Call Unit or Fraction</u>
Peak/Business Day	\$0.0678	\$0.0226
Off-Peak/Non-Business Day	\$0.0678	\$0.0226

B. Classic Q Rate Plan

Classic Q rates are provided to customers whose minimum monthly intrastate usage is over \$5.00 at the following rates: (C)
(C)

<u>Minimum Call Unit or Fraction</u>	<u>Incremental Call Unit or Fraction</u>
\$0.0621	\$0.0207

C. Classic 2 Rate Plan

Classic 2 rates are provided to customers whose minimum monthly intrastate usage is over \$5.00 at the following rates: (C)

	<u>Minimum Call Unit or Fraction</u>	<u>Incremental Call Unit or Fraction</u>
Peak/Business Day	\$0.0567	\$0.0189
Off-Peak/Non-Business Day	\$0.0567	\$0.0189

SECTION 4 - RATES (Cont'd)

4.2 Rate Schedules (Cont'd)

4.2.14 Classic, Universal, Prime, and Super Rate Plans (Cont'd)

D. Classic 1 Rate Plan

Classic 1 rates are provided to customers whose minimum monthly intrastate usage is (C)
over \$10.00 at the following rates:

	<u>Minimum Call</u> <u>Unit or Fraction</u>	<u>Incremental Call</u> <u>Unit or Fraction</u>
Peak/Business Day	\$0.0537	\$0.0179
Off-Peak/Non-Busines Day	\$0.0537	\$0.0179

SECTION 4 - RATES (Cont'd)

4.2 Rate Schedules (Cont'd)

4.2.14 Classic, Universal, Prime, and Super Rate Plans (Cont'd)

E. Universal Rate Plan

Universal rates are provided to customers whose minimum monthly intrastate usage is over \$15.00 at the following rates: (C)

	<u>Minimum Call Unit or Fraction</u>	<u>Incremental Call Unit or Fraction</u>
Peak/Business Day	\$0.0507	\$0.0169
Off-Peak/Non-Business Day	\$0.0507	\$0.0169

F. Prime 2 Rate Plan

Prime 2 rates are provided to customers whose minimum monthly intrastate usage is over \$20.00 at the following rates: (C)

	<u>Minimum Call Unit or Fraction</u>	<u>Incremental Call Unit or Fraction</u>
Peak/Business Day	\$0.0387	\$0.0129
Off-Peak/Non-Business Day	\$0.0387	\$0.0129

G. Prime 1 Rate Plan

Prime 1 rates are provided to customers whose minimum monthly intrastate usage is over \$25.00 at the following rates: (C)

	<u>Minimum Call Unit or Fraction</u>	<u>Incremental Call Unit or Fraction</u>
Peak/Business Day	\$0.0357	\$0.0119
Off-Peak/Non-Business Day	\$0.0357	\$0.0119

H. Super 1 Rate Plan

Super 1 rates are provided to customers whose minimum monthly intrastate usage is over \$30.00 at the following rates: (C)

	<u>Minimum Call Unit or Fraction</u>	<u>Incremental Call Unit or Fraction</u>
Peak/Business Day	\$0.0327	\$0.0109
Off-Peak/Non-Business Day	\$0.0327	\$0.0109

SECTION 4 - RATES (Cont'd)

4.2 Rate Schedules (Cont'd)

4.2.14 Classic, Universal, Prime, and Super Rate Plans (Cont'd)

I. Super 2 Rate Plan

Super 2 rates are provided to customers whose minimum monthly intrastate usage is over \$35.00 at the following rates:

	<u>Minimum Call Unit or Fraction</u>	<u>Incremental Call Unit or Fraction</u>
Peak/Business Day	\$0.0297	\$0.0099
Off-Peak/Non-Business Day	\$0.0297	\$0.0099

J. Cairo 1 Rate Plan

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The Cairo 1 Rate Plan can not be combined with the Freedom Plan Plus Telecompetitive Service Offering, and is provided exclusively to new customers, whose minimum monthly intrastate usage is over \$25.00, at the following rates:

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	<u>Minimum Call Unit or Fraction</u>	<u>Incremental Call Unit or Fraction</u>
Peak/Business Day	\$0.0147	\$0.0049
Off-Peak/Non-Business Day	\$0.0147	\$0.0049

K. Cairo 2 Rate Plan

(N)

The Cairo 2 Rate Plan can not be combined with the Freedom Plan Plus Telecompetitive Service Offering, and is provided to new, "saved" or "Winback" customers, whose minimum monthly intrastate usage is over \$30.00, at the following rates:

	<u>Minimum Call Unit or Fraction</u>	<u>Incremental Call Unit or Fraction</u>
Peak/Business Day	\$0.0117	\$0.0039
Off-Peak/Non-Business Day	\$0.0117	\$0.0039

(N)

SECTION 4 _ RATES (Cont'd)

4.2 Rate Schedules (Cont'd)

4.2.14 Classic, Universal, Prime, and Super Rate Plans (Cont'd)

L. Limited-Class Switched Rates

L.1 Limited-Class "X" Rates. The following rates are available to new customers and "save" or "winback" customers. Calls made under these rate plans shall not be subject to the addition of Equivalent Call Unit's (ECU's) as described in the sections preceding.

(N)

A. X-1 Rate Plan

X-1 rates are provided to customers whose estimated minimum monthly intrastate usage is over \$100.00 at the following rates:

	Minimum Call Unit or Fraction	Incremental Call Unit or Fraction
Peak/Business Day	\$0.0327	\$0.0109
Off-Peak/Non-Business Day	\$0.0327	\$0.0109

(N)

B. X-2 Rate Plan

(N)

X-2 rates are provided to customers whose estimated minimum monthly intrastate usage is over \$110.00 at the following rates:

	Minimum Call Unit or Fraction	Incremental Call Unit or Fraction
Peak/Business Day	\$0.0297	\$0.0099
Off-Peak/Non-Business Day	\$0.0297	\$0.0099

(N)

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Effective: January 6, 2000

All Material On This Page Is New.

SECTION 4 _ RATES (Cont'd)

4.2 Rate Schedules (Cont'd)

4.2.14 Classic, Universal and Super Rate Plans (Cont'd)

P. Rates for Calls Terminating to a Mobile Phone or Pager

From and after January 6, 2000, all calls terminated to a mobile phone or pager shall be charged the following rates:

<u>Minimum Call Unit or Fraction</u>	<u>Incremental Call Unit or Fraction</u>
\$0.0447	\$0.0149

Effective: January 6, 2000

SECTION 4 _ RATES (Cont'd)

4.3 Rates for Calling Cards

Rates for calling card calls which are not associated with other services are time of day sensitive.

	<u>Minimum Call Unit or Fraction</u>	<u>Incremental Call Unit or Fraction</u>
Peak/Business Day	\$0.0678	\$0.0226
Off-Peak/ Non-Business Day	\$0.0609	\$0.0203

4.4 Calling Card "Bong" Charge

A \$0.50 per call charge applies to each call initiated using calling card access.

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Effective: October 12, 1999

*** All Material On This Page Is New ***

SECTION 4 _ RATES (Cont'd)

4.5 Account Recourse Charges (ARCs)

Customers choosing to close their respective accounts with Company prior to the completion of a continuous service period of six consecutive invoices are subject to Account Recourse Charges (ARCs). Account Recourse Charges include one of two adjustments in 1+ and toll free access service rate(s) and a separate adjustment in calling card rates for the final period of service which immediately precedes Customer's service termination. Application of ARC charges are determined on the day prior to the final day of active service for each Customer, that is, the last day on which Customer utilizes the Company's services. All ARCs are billed in the final invoice rendered. ARC charges do not apply if the final day of active service is the last day of the Customer's first invoice period.

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|-----------|---|--|
| A. | Final Adjusted Invoice Rate (FAIR)
For a Customer whose last service date is less than 18 days into Customer's final billing cycle. | \$0.538 per applicable full
billing increment |
| B. | Final Adjusted Invoice Rate (FAIR)
For a Customer whose last service date is more than 18 days into Customer's final billing cycle. | \$0.269 per applicable full
billing increment |
| C. | Final Adjusted Invoice Rate (FAIR)
Calling Card Services | \$0.226 per applicable full
billing increment for all
services plus a call set up
charge of \$0.50 per call |

Separate FAIR charges are applied pursuant to Company's applicable international and interstate tariffs.

**SECTION 5 - PROMOTIONS, SPECIAL SERVICE OFFERINGS, AND
TELECOMPETITIVE SERVICE OFFERINGS**

5.1.1. Freedom Plan for Business Users

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Any business Customer meeting the eligibility requirements set forth following is eligible for the Freedom Plan for Business Users. The Freedom Plan for Business Users applies only to interLATA calls that originate and terminate within South Carolina during Business Day hours. The following interLATA services are eligible for the Freedom Plan for Business Users: 1+ Outbound, Toll Free Access (800/888/877), and Internet Access. The Freedom Plan for Business Users does not apply to calling card calls.

- 5.1.2.** Under the Freedom Plan for Business Users, the Company will waive the ECU rate component for the first and second periods of service within the regular billing cycle for each Customer eligible for and selecting the Freedom Plan for Business Users. Company's standard tariff rates apply at the expiration of this introductory period.

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- 5.1.3.** To be eligible for the Freedom Plan for Business Users, Customer must not have had its account with any carrier canceled for nonpayment of charges, must not have a history of late payment of charges at any time during the 12 month period preceding customer's service commencement date with Company, and must have originated and terminated usage within the state of South Carolina within the 30 day period preceding customer's service commencement date with Company.

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SECTION 5 - PROMOTIONS, SPECIAL SERVICE OFFERINGS, AND TELECOMPETITIVE SERVICE OFFERINGS

5.1 Freedom Plan for Business Users

5.1.4. Companion Federal Rate Guarantee

- A. For a customer who maintains eligibility for and receives service under the Freedom Plan for Business Users, the minimum and incremental call unit rates for intrastate calls under this tariff are guaranteed for the same number of invoices, i.e., 12 invoices for customers whose peak/business day interstate usage rates are \$0.069 to \$0.149 (6 invoices for any customer whose peak/business day interstate usage rate is \$0.059), as the number of invoices guaranteed under Company's Freedom Plan for Business Users for interstate calls as provided in Company's Tariff F.C.C. No. 4. To qualify, the customer must contact the Company and have verified that the customer received a bona fide comparable competitive offer.

- B. Calling Card services are not eligible for this rate guarantee.

5.1.5. Terms and Conditions. Each term and condition of this Section 5 and Company's Tariff F.C.C. No. 4, including specific eligibility provisions, apply and serve to qualify the availability and continuation of a Customer's call unit rate guarantee as set forth herein.

5.2. Reserved for Future Use.

**** ALL MATERIAL ON THIS PAGE IS NEW ****

SECTION 5 - PROMOTIONS, SPECIAL SERVICE OFFERINGS, AND TELECOMPETITIVE SERVICE OFFERINGS (Cont'd)

5.3 “One, Two, Three, Every Third Invoice Free” Promotion

New customers who meet the eligibility requirements set forth below, may receive credits under the “One, Two, Three, Every Third Invoice Free” Promotion as follows:

1. A credit applied to customer's first, second and third invoices equal to 33% of customer's long distance call traffic charges, appearing on the same invoice, excluding calling card charges, fees, taxes, surcharges, assessments and similar charges, applied to the same invoice, and
2. A credit applied to every third invoice, starting with customer's sixth invoice (6th, 9th, 12th, etc.), equal to an average of the long distance call traffic charges appearing on the two invoices immediately preceding the credit invoice, excluding calling card charges, fees, taxes, surcharges, assessments and similar charges.

This promotion is non-cumulative and can not be carried over to any following month or otherwise accumulated. Should the calculated credit to be applied to the sixth, or subsequent invoices exceed the actual long distance call traffic charges for that credit invoice, then the credit amount is limited to the actual amount of long distance call traffic charges appearing on that credit invoice.

Eligibility. To be eligible for this offering, customers must: have initiated new service; have current usage which exceeds the established minimum monthly usage levels for the applicable service; have less than fifty dollars sixty days past due; have received consecutive and uninterrupted service; and have selected this offering prior to the charges rendered in customer's credit invoice(s). Additionally, Customers must contact the Company to confirm the promotion selection, after service initiation, to be eligible to receive the sixth and subsequent invoice credits, prior to the sixth and each subsequent invoice credit invoice.

SECTION 5 - PROMOTIONS, SPECIAL SERVICE OFFERINGS, AND TELECOMPETITIVE SERVICE OFFERINGS (Cont'd)

5.5 Advantage Card Service (ACS)

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Advantage Card Service (ACS) is offered to existing and new customers meeting the eligibility requirements set forth in 5.5.1 following. Each ACS Customer who maintains its eligibility is entitled to free calling card calling equal to 30% of the average monthly charges incurred for the ACS Customer's non-calling card calling beginning with Customer's 2nd invoice following Customer commencement of service as an ACS Customer ("Total Calling Advantage").

5.5.1 Eligibility

Company's Advantage Card Service (ACS) becomes available once a Customer has completed a minimum of 30 consecutive days of "on-line" services offered by Company (that is, any stand-alone or combination of interexchange, toll free, local, Internet access or Internet site services), whose account is current (no delinquencies in payment occurring or having occurred) and whose billing cycle has remained consistently consecutive (without interruption for any cause).

5.5.2 Limitations and Disclaimers

A. ACS is offered only in conjunction with Company's interstate and international companion ACS offerings as tariffed with the FCC.

B. The ACS Total Calling Advantage will be reflected in Customer's second invoice following commencement of ACS service.

C. ACS Calling Advantages are not available with any other promotional offering, or any "save/winback" program offered by Company except as provided in E following.

D. Each month's ACS Total Calling Advantage is noncumulative (cannot be carried over to any following month or otherwise accumulated).

SECTION 5 - PROMOTIONS, SPECIAL SERVICE OFFERINGS, AND TELECOMPETITIVE SERVICE OFFERINGS (Cont'd)

5.5 Advantage Card Service (ACS) (Cont'd)

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5.5.2 Limitations and Disclaimers (Cont'd)

E. Subject to and in accordance with the provisions of Section 3.4 preceding and the eligibility requirements of 5.5.1 preceding, ACS service may be offered to counter a competitive offer that would cause or has caused any Customer to select another carrier for its services, that is, ACS service may be offered to "save" or "winback" such Customers; provided that at the time Customer is "saved" or "wonback," Customer is neither delinquent in any payments nor suffered an interruption in its billing cycle as required 5.5.1 preceding.

F. An ACS Customer whose service is terminated for cause or which voluntarily terminates Company's service forfeits all unused credits.

5.5.3 Reinstatement

An ACS Customer which has lost its eligibility for the Total Calling Advantage may reinstate its eligibility for the Total Calling Advantage by curing any outstanding delinquency and/or by qualifying as a winback customer. Once reinstated, the ACS Customer must maintain its eligibility in good standing.

5.5.4 Rates

The rates set forth in Section 4.3 preceding apply to ACS service.

SECTION 5 - PROMOTIONS, SPECIAL SERVICE OFFERINGS, AND TELECOMPETITIVE SERVICE OFFERINGS (Cont'd)

5.6 Customer Advantage Plans ("CAPs")

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5.6.1 General Terms and Conditions

From time to time, rates may be tariffed or tariffed rates selected, a "Customer Advantage Plan" or "CAP," the purpose and/or design for which is to retain Company's competitive position by offering rates which are necessitated by competing offers received by or available to existing or potential Customers, which if not matched or bettered would result in the loss of an existing or potential Customer and/or in the reduction of traffic volume of a Customer. Customer confirmation of the competitive offer in writing may be required or the availability of a more favorable competitive rate may need to be confirmed from published tariffs, marketing materials or other public sources to establish a Customer's right to obtain a CAP. In order to respond to the competitive pricing initiatives of competitors, the following Customer Advantage Plan offerings are available for eligible Customers taking outbound and inbound equal access switched services of Company originated from and terminated to locations within this state whenever Company determines that but for the availability of these rates, Company will not retain an existing Customer ("save") or will not be able to winback a prior Customer already having switched its services to another carrier ("winback"). The following terms and conditions must exist for any CAP to be valid.

- A. CAPs will comply with the net revenue test as defined by the one or more regulatory commissions having competent jurisdiction and which is founded on established economic principles ensuring above-cost pricing.

SECTION 5 - PROMOTIONS, SPECIAL SERVICE OFFERINGS, AND TELECOMPETITIVE SERVICE OFFERINGS (Cont'd)

5.6 Customer Advantage Plans (Cont'd)

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5.6.1 General Terms and Conditions (Cont'd)

- B. A Customer or potential Customer which is similarly situated may request service under a new or previously tariffed CAP. To qualify as a similarly situated Customer for purposes of this Section, the Customer seeking the CAP must demonstrate the existence of circumstances substantially and materially like those which justified the CAP as tariffed.
- C. An existing Customer or potential Customer unable to demonstrate being similarly situated under a tariffed CAP may, nonetheless, be able to qualify for a different or new CAP tailored to that Customer's circumstances.
- D. CAPs are available for all published rates.
- E. Whenever a Customer's competitive offer entails a rate which is not at the time an offered rate by Company, a specific rate competitively responsive to that available from the competitive offering shall be tariffed in this Section 5.
- F. All of the conditions set forth above must exist in order to qualify for the following Customer Advantage Plans. Company shall apply the lowest rate necessary to meet the competitive offering being made to or having been provided to Customer by a carrier competing with Company. Additional terms and/or conditions, such as term or volume commitments, may apply. In the event additional terms or conditions are required, such terms and conditions shall be tariffed by Company prior to institution of the first billing for services under the applicable Customer Advantage Plans.
- G. To receive the Invoice Free CAPs pursuant to 5.6.2 through and including 5.6.6 following, a Customer must call Customer Care before the issuance date of each credit bearing invoice to verify Customer eligibility except as otherwise provided following.

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SECTION 5 - PROMOTIONS, SPECIAL SERVICE OFFERINGS, AND TELECOMPETITIVE SERVICE OFFERINGS (Cont'd)

5.6 Customer Advantage Plans (Cont'd)

5.6.2 Customer 6th and 12th Invoice Advantage Plan

Customers who qualify as a new customer or as either a "save" or a "winback" and who meet the eligibility requirements set forth below will receive a credit on their 6th and 12th invoices as provided following.

- A.** For each five and immediately succeeding six additional invoices of consecutive uninterrupted service (total of 11 consecutive invoices), a credit shall be calculated equal to the lower of either (i) the average of the customer's monthly charges excluding calling card charges, fees, taxes, surcharges, assessments, and similar charges, ("eligible charges"), for the consecutive five month period preceding Customer's 6th invoice and for the consecutive eleven-month period preceding Customer's 12th invoice; or (ii) a credit which equals the eligible charges on the invoice in which the credit is applied.

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SECTION 5 - PROMOTIONS, SPECIAL SERVICE OFFERINGS, AND TELECOMPETITIVE SERVICE OFFERINGS (Cont'd)

5.6 Customer Advantage Plans (Cont'd)

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5.6.2 Customer 6th and 12th Invoice Advantage Plan (Cont'd)

- B.** Eligibility. To be eligible for the 6th and 12th invoice free bonuses, each Customer must:
- have initiated service;
 - have current usage which exceeds the established minimum monthly usage levels for the applicable service;
 - have no record of nonpayment in any of the preceding consecutive month qualifying periods (5 and 11 months) of service;
 - have received first five, then six additional consecutive and uninterrupted invoices over the preceding eleven-month period;
 - have selected the 6th and 12th invoice free bonus incentives prior to the first day in the period of service covered by Customer's eleventh invoice; and
 - pay all charges rendered in Customer's fifth and related eleventh invoice in excess of the amount of the applicable credits as calculated under 5.6.2.A, preceding.

SECTION 5 - PROMOTIONS, SPECIAL SERVICE OFFERINGS, AND TELECOMPETITIVE SERVICE OFFERINGS (Cont'd)

5.6 Customer Advantage Plans (Cont'd)

5.6.3 Customer 6th, 10th, and 14th Invoice Advantage Plan

Customers who qualify as a new customer or as either a "save" or a "winback" and who meet the eligibility requirements set forth below will receive a credit on their 6th, 10th, and 14th invoices as provided following.

- A.** For each five and immediately succeeding four and next immediately succeeding four additional invoices of consecutive uninterrupted service (total of 13 consecutive invoices), a credit shall be calculated equal to the lower of either (i) the average of the customer's monthly charges, excluding calling card charges, fees, taxes, surcharges, assessments, and similar charges, ("eligible charges"), for the consecutive five month period preceding Customer's 6th invoice, for the consecutive nine-month period preceding Customer's 10th invoice, and for the consecutive thirteen month period preceding Customer's 14th invoice; or (ii) a credit which equals the eligible charges on the invoice in which the credit is applied.

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SECTION 5 - PROMOTIONS, SPECIAL SERVICE OFFERINGS, AND TELECOMPETITIVE SERVICE OFFERINGS (Cont'd)

5.6 Customer Advantage Plans (Cont'd)

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5.6.3 Customer 6th, 10th, and 14th Invoice Advantage Plan (Cont'd)

- B.** Eligibility. To be eligible for the 6th, 10th, and 14th invoice free bonuses, each Customer must:

- have initiated service;
- have current usage which exceeds the established minimum monthly usage levels for the applicable service;
- have no record of nonpayment in any of the preceding consecutive month qualifying periods (5, 9, and 13 months) of service;
- have received first five, nine, and then thirteen additional consecutive and uninterrupted invoices over the preceding thirteen-month period;
- have selected the 6th, 10th, and 14th invoice free bonus incentives prior to the first day in the period of service covered by Customer's fifth invoice; and
- pay all charges rendered in Customer's fifth and related ninth and thirteenth invoice in excess of the amount of the applicable credits as calculated under 5.6.3.A, preceding.

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SECTION 5 - PROMOTIONS, SPECIAL SERVICE OFFERINGS, AND TELECOMPETITIVE SERVICE OFFERINGS (Cont'd)

5.6 Customer Advantage Plans (Cont'd)

5.6.6 Customer 6th, 9th, 13th, 19th, 22nd, and 26th Invoice Advantage Plan

Customers who qualify as a new customer or as either a "save" or a "winback" and who meet the eligibility requirements set forth below will receive a credit on their 6th, 9th, 13th, 19th, 22nd, and 26th invoices as provided following.

5.6.6.1 For each five, and the immediately succeeding three, and next immediately succeeding four, and next immediately succeeding six, and next immediately succeeding three, and next immediately succeeding four additional invoices of consecutive uninterrupted service (total of 25 consecutive invoices), a credit shall be calculated equal to the lower of either (i) the average of the Customer's monthly charges, excluding calling card charges, fees, taxes, surcharges, assessments, and similar charges ("eligible charges") as for the consecutive five month period preceding Customer's 6th invoice; for the consecutive eight-month period preceding Customer's 9th invoice; for the consecutive twelve-month period preceding Customer's 13th invoice; for the consecutive eighteen-month period preceding Customer's 19th invoice; for the consecutive twenty-one-month period preceding Customer's 22nd invoice; and for the consecutive twenty-five month period preceding Customer's 26th invoice; or (ii) a credit which equals the eligible charges on the invoice in which the credit is applied.

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SECTION 5 - PROMOTIONS, SPECIAL SERVICE OFFERINGS, AND TELECOMPETITIVE SERVICE OFFERINGS (Cont'd)

5.6 Customer Advantage Plans (Cont'd)

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5.6.6 Customer 6th, 9th, 13th, 19th, 22nd, and 26th Invoice Advantage Plan (Cont'd)

5.6.6.2 Eligibility. To be eligible for the 6th, 9th, 13th, 19th, 22nd, and 26th invoice free bonuses, each Customer must:

- have initiated service;
- have current usage which exceeds the established minimum monthly usage levels for the applicable service;
- have no 90-day or older outstanding unpaid balance, and no 60-day or older outstanding unpaid balance equal to or greater than \$50.00;
- have received first five, eight, twelve, eighteen, twenty-one, and then twenty-five additional consecutive and uninterrupted invoices over the preceding twenty-five month period;
- have selected the 6th, 9th, 13th, 19th, 22nd, and 26th invoice free bonus incentives prior to the first day in the period of service covered by Customer's fifth invoice; and
- pay all charges rendered in Customer's fifth and related eighth, twelfth, eighteenth, twenty-first, and twenty-fifth invoice in excess of the amount of the applicable credits as calculated under 5.6.6.1, preceding.

SECTION 5 - PROMOTIONS, SPECIAL SERVICE OFFERINGS, AND TELECOMPETITIVE SERVICE OFFERINGS (Cont'd)

5.6 Customer Advantage Plans (Cont'd)

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5.6.6 Customer 6th, 9th, 13th, 19th, 22nd, and 26th Invoice Advantage Plan (Cont'd)

5.6.6.2 (Cont'd)

contact Company's Customer Care Department to confirm eligibility and to activate the Promotion. A Customer must contact Customer Care prior to the last day in the period of service covered by Customer's fifth invoice in order to receive all six invoice credits. A Customer who meets and continues to meet all other Eligibility requirements except that it does not contact Customer Care to activate the promotion until a date subsequent to the last day in the period of service covered by Customer's fifth invoice, will receive all credits on specified invoices (9th, 13th, 19th, 22nd, and 26th) generated by Company after the required contact with Customer Care is made, but will not retroactively receive a credit for any specified invoice already generated by Company.

Example: A Customer that meets all other eligibility requirements, except that it does not contact Customer Care prior to the last day in the period of service covered by Customer's fifth invoice to activate the promotion, calls Customer Care to activate the promotion two weeks later. The Customer will receive credits calculated according to Section 5.6.6.1 preceding for the 9th, 13th, 19th, 22nd, and 26th invoices; the Customer will not retroactively receive the 6th invoice credit to which it would otherwise have been entitled.

SECTION 5 - PROMOTIONS, SPECIAL SERVICE OFFERINGS, AND TELECOMPETITIVE SERVICE OFFERINGS (Cont'd)

5.6 Customer Advantage Plans (Cont'd)

5.6.7 Save/Winback Off-Peak/Non-Business Day Adjustments

Customers whose rates are adjusted pursuant to Sections 4.2.14.J and 5.8.2.G following and who qualify as a "save" or "winback" customer are eligible to be rerated to the rates prior to any applicable adjustment made pursuant to Section 4.2.14.J and 5.8.2.G following.

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5.6.8 1st and 3rd Invoice Credits

For new customers and those qualifying as save or winback customers, and who meet the eligibility requirements of Section 5.6.8.A following, a credit equal to customer's monthly Total Call Unit charges in the first and third invoices (exclusive therefore of fees, taxes, surcharges, assessments or other non-TCU charges - "Qualifying Charges"). The credit will issue with the first and third invoices in the form of that number of pre-paid calling cards at a \$50.00 denomination that equals the total of the customer's Qualifying Charges for the first and third invoices. A customer's Qualifying Charges will be rounded up to that number of \$50.00 pre-paid cards that equals or exceeds the totals of Qualifying Charges in customer's first and third invoices. For example, if a customer's Qualifying Charges in the first invoice total \$125.00, three pre-paid \$50.00 calling cards (a total of \$150.00) would be provided and remain activated until fully decremented.

A. Eligibility

To be eligible for the first and third invoice credits, each customer must have initiated the TCU service; have current usage which exceeds applicable monthly minimum usage levels, if any; have a credit worthy history or profile; have received three consecutive and uninterrupted invoices over the preceding three month period; have selected the first and third invoice credit prior to the first day of service; and timely pay all Qualifying and non-Qualifying Charges rendered in the customer's first, second, and third invoices.

B. Terms

Each \$50.00 pre-paid calling card is decremented at the rates set forth in Section 4.3 for peak rates with each fractional increment of less than 60 seconds rounded to the next full 60 second increment (full minute billing). Rates are distance and time-of-day insensitive.

Effective: January 18, 2001

SECTION 5 - PROMOTIONS, SPECIAL SERVICE OFFERINGS, AND TELECOMPETITIVE SERVICE OFFERINGS (Cont'd)

5.7 20% Credit Every 6 Months

Company will offer the following to new business customers and existing business customers who qualify as a "save" or "winback" customer whose service plan calculates charges by Total Call Units (TCUs):

To receive the benefits, eligible customers must call a Company Customer Care Representative. Eligible customers will accrue a 20 percent credit on intrastate usage for direct Dial "1" and toll free calls, equal to the customer's charges during the preceding 5-month's usage, to be applied to the customer's 6-month invoice. The 20 percent credit will be applied to the customer's account once every 6 months so long as the subscriber remains a Company customer during each 6-month period, or they will forfeit all benefits.

Credits will not apply to calls made to Directory Assistance, taxes, access fees, or other fees and assessments, and may not be combined with any other credits, promotions, or offers except promotional debit cards, referral credits, and the free minutes offers.

Customers will not receive credit if the customer has a 60-day outstanding balance of \$50 or greater.

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*All material appearing on this page formerly appeared on second revised page 38.18.

SECTION 5 - PROMOTIONS, SPECIAL SERVICE OFFERINGS, AND TELECOMPETITIVE SERVICE OFFERINGS (Cont'd)

5.8 Freedom Plan Plus (FPP)

Customers who qualify as either a "winback" or "save" under Telecompetitive Service Offerings ("TSO's"), and who Company determines that but for the availability of an alternative rate plan structure, Company would not be able to retain ("save"), or will not be able to winback a prior customer already having switched its services to another carrier ("winback"), may be offered Freedom Plan Plus. The Freedom Plan Plus telecompetitive service offering, whenever added to a customers calling plan, is limited in duration to six consecutive invoices once initiated.

Freedom Plan Plus customers' accounts are subject to ninety-six (96) second Minimum Call Units (MCU's) and Incremental Call Units (ICU's), with rounding to the next full ninety-six (96) second increment thereafter, unless subject to other rounding methodology under a telecompetitive service offer. However, Customers under Freedom Plan Plus receive a waiver of Equivalent Call Units (ECU's). That is, Customers under Freedom Plan Plus are charged, on a per-call basis, for the duration of a call only.

All conditions applicable to Freedom Plan customers must be satisfied in order for a customer to qualify for Freedom Plan Plus. A Customer under Freedom Plan Plus shall be billed at Freedom Plan Rates for Freedom Plan Services, as determined by the Customer's applicable Freedom Plan Rate Category. However, Freedom Plan Plus Customers' accounts must have an applicable Freedom Plan Rate Category which corresponds to a call unit rate of \$0.119 or higher. Freedom Plan customers who select Freedom Plan Plus, whose accounts are subject to a Freedom Plan Rate Category which corresponds to a lower call unit rate than \$0.119 will have their Rate Category adjusted upward to a Rate Category corresponding to a call unit rate of \$0.119 or higher. The same promotions and incentives available to other Freedom Plan customers are available to Freedom Plan Plus customers, subject to the same qualifications and other requirements applicable to other Freedom Plan customers for those promotions or incentives.

As of October 1, 2003, any Customer who has had the Freedom Plan Plus service offering active on their account for six or more consecutive invoices shall have this offering removed from their calling plan.

All Freedom Plan Plus customers in service on or before July 15, 2009, whose services are not part of an unexpired term plan or usage rate guarantee, and which have not experienced a rate category change during the previous three consecutive invoices, shall have their rates adjusted upward by two Rate Categories or to the highest available rate category, whichever is lower, effective for all calls on or after October 15, 2009, that are reflected on invoices rendered on or after November 15, 2009.

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NOSVA LIMITED PARTNERSHIP
Administrator of Tariffs
4380 Boulder Highway
Las Vegas, NV 89121
Issued: June 28, 2002

SOUTH CAROLINA TARIFF NO. 2
Eighth Revised Page 40
Cancels Seventh Revised Page 40
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SECTION 5 - PROMOTIONS, SPECIAL SERVICE OFFERINGS, AND TELECOMPETITIVE SERVICE OFFERINGS (Cont'd)

5.8 Reserved for Future Use

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SECTION 5 - PROMOTIONS, SPECIAL SERVICE OFFERINGS, AND TELECOMPETITIVE SERVICE OFFERINGS (Cont'd)

5.8 Reserved for Future Use

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SECTION 5 - PROMOTIONS, SPECIAL SERVICE OFFERINGS, AND TELECOMPETITIVE SERVICE OFFERINGS (Cont'd)

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SECTION 5 - PROMOTIONS, SPECIAL SERVICE OFFERINGS, AND TELECOMPETITIVE SERVICE OFFERINGS (Cont'd)

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SECTION 5 - PROMOTIONS, SPECIAL SERVICE OFFERINGS, AND TELECOMPETITIVE SERVICE OFFERINGS (Cont'd)

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SECTION 5 - PROMOTIONS, SPECIAL SERVICE OFFERINGS, AND TELECOMPETITIVE SERVICE OFFERINGS (Cont'd)

5.8 Reserved for Future Use

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SECTION 5 - PROMOTIONS, SPECIAL SERVICE OFFERINGS, AND TELECOMPETITIVE SERVICE OFFERINGS (Cont'd)

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SECTION 5 - PROMOTIONS, SPECIAL SERVICE OFFERINGS, AND TELECOMPETITIVE SERVICE OFFERINGS (Cont'd)

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SECTION 5 - PROMOTIONS, SPECIAL SERVICE OFFERINGS, AND TELECOMPETITIVE SERVICE OFFERINGS (Cont'd)

5.8 Reserved for Future Use

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SECTION 5 - PROMOTIONS, SPECIAL SERVICE OFFERINGS, AND TELECOMPETITIVE SERVICE OFFERINGS (Cont'd)

5.8 Reserved for Future Use

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SECTION 5 - PROMOTIONS, SPECIAL SERVICE OFFERINGS, AND TELECOMPETITIVE SERVICE OFFERINGS (Cont'd)

5.8 Reserved for Future Use

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SECTION 5 - PROMOTIONS, SPECIAL SERVICE OFFERINGS, AND TELECOMPETITIVE SERVICE OFFERINGS (Cont'd)

5.8 Reserved for Future Use

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SECTION 5 - PROMOTIONS, SPECIAL SERVICE OFFERINGS, AND TELECOMPETITIVE SERVICE OFFERINGS (Cont'd)

5.9 Non-Voice Communications

For any Customer who qualifies as a "save" or "winback" Customer, Company shall waive non-transport/non-usage charges equivalent call units) for lines used for non-voice communications, i.e., facsimile and/or modem lines.

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SECTION 5 - PROMOTIONS, SPECIAL SERVICE OFFERINGS, AND TELECOMPETITIVE SERVICE OFFERINGS (Cont'd)

5.10 Service Term Invoice Free Credit. New customers or customers who qualify as either a "save" or a "winback" and who meet the eligibility requirements set forth in Section 5.10.2 shall receive the Service Term Invoice Free Credit.

5.10.1 Credit. For the entire service term of each new customer or customer that qualifies as either a "save" or "winback" customer, a continuing periodic credit shall be given in the invoice following each consecutive five months of uninterrupted service ("credit invoice") equal to the lower of either (i) the average of the customer's monthly usage and non-usage charges for five months preceding the credit invoice (excluding calling card charges, fees, taxes, surcharges, assessments, and similar charges); or (ii) a credit which equals the eligible charges on the invoice in which the credit is applied.

5.10.2 Eligibility. To be eligible for the Service Term Invoice Free Credit, each customer must:

- A.** Have initiated service under a Freedom Plan for Business Users Plan;
- B.** Have current usage which exceeds the established minimum monthly usage levels for the applicable Freedom Plan for Business Users Plan;
- C.** Have no record of nonpayment, delinquencies or issues of credit worthiness;
- D.** Have received five months of consecutive and uninterrupted service preceding each credit invoice;
- E.** Have selected this Service Term Invoice Free Credit at the initiation of service or at any time during the first five service months but not later than the first day of service in the sixth month; and,
- F.** Pay all charges rendered in customer's credit invoice in excess of the amount of the applicable credit as calculated under Section 5.10.1, preceding.

(C)

* ALL MATERIAL ON THIS PAGE IS NEW *

SECTION 5
PROMOTIONS, SPECIAL SERVICE OFFERINGS AND TELECOMPETITIVE SERVICE OFFERINGS

5.11 Service Term Invoice Free Credit II. New customers or customers who qualify as either a “save” or a “winback” and who meet the eligibility requirements set forth in Section 5.11.2 shall receive the Service Term Invoice Free Credit II.

5.11.1 Credit. For the entire service term of each new customer or customer that qualifies as either a “save” or “winback” customer, a continuing periodic credit shall be given in the invoice following each consecutive three months of uninterrupted service (“credit invoice”) equal to the lower of either (i) the average of the customer’s monthly usage and non-usage charges for three months preceding the credit invoice (excluding calling card charges, fees, taxes, surcharges, assessments, and similar charges); or (ii) a credit which equals the eligible charges on the invoice in which the credit is applied.

5.11.2 Eligibility. To be eligible for the Service Term Invoice Free Credit II, each customer must:

- A.** Have initiated service under a Freedom Plan for Business Users Plan;
- B.** Have current usage which exceeds the established minimum monthly usage levels for the applicable Freedom Plan for Business Users Plan;
- C.** Have no record of nonpayment, delinquencies or issues of credit worthiness;
- D.** Have received three months of consecutive and uninterrupted service preceding each credit invoice;
- E.** Have selected this Service Term Invoice Free Credit II at the initiation of service or at any time during the first three service months but not later than the first day of service in the fourth month; and,
- F.** Pay all charges rendered in customer’s credit invoice in excess of the amount of the applicable credit as calculated under Section 5.11.1, preceding.

* ALL MATERIAL ON THIS PAGE IS NEW *

SECTION 5
PROMOTIONS, SPECIAL SERVICE OFFERINGS AND TELECOMPETITIVE SERVICE OFFERINGS

5.12 Cross Over Special Service Offers

5.12.1 Cross Over Credit (COC)

- A.** To induce new customers to order service, for any customer ordering service and which institutes service within 30 days of such order, Company will provide its "Cross Over Credit" or "COC" equal to 5% of the customer's usage charges incurred by customer in its final invoice immediately preceding customer's commencement date of service with Company.

B. Limitations and Disclaimers

The COC credit is available only in conjunction with Company's interstate and intrastate service offerings as tariffed with the FCC and the respective states.

If earned, as specified in Section 5.12.1.A preceding, the COC will be reflected in that customer's first invoice which follows customer's completion of 60 days of uninterrupted service following its commencement of service.

This credit is not available with Company's offering set forth in Section 5.12.2 following.

The COC is noncumulative (cannot be carried over to any following month or otherwise accumulated).

A customer whose service is terminated for cause or who terminates Company's service in its discretion prior to the completion of its minimum service term forfeits its COC credit.

* ALL MATERIAL ON THIS PAGE IS NEW *

SECTION 5
PROMOTIONS, SPECIAL SERVICE OFFERINGS AND TELECOMPETITIVE SERVICE OFFERINGS

5.12 Cross Over Special Service Offers (Cont'd)

5.12.2 Cross Over Century Card (COCC)

A. To induce new customers to order service, for any customer ordering service and which institutes service within 30 days of such order, Company will provide its "Cross Over Century Card" or "COCC," a prepaid calling card worth \$100 for each \$1000 of usage charges incurred by customer in its final invoice immediately preceding customer's commencement date of service with Company.

B. Limitations and Disclaimers

This offer is available only in conjunction with Company's interstate and intrastate service offerings as tariffed with the FCC and the respective states.

The COCC card will be issued following Customer's commencement of service.

This offer is not available with Company's 5% credit offer set forth in Section 5.12.1 preceding.

The COCC card expires within 6 months of its issuance date ("use period") irrespective of the balance of the COCC card's face value when issued, if any, remaining at the date of expiration.

Customer must remain in service during the period of time that any unused balance exists on the COCC card; must have no delinquencies in payments on account for its non-calling card and non-COCC card services; and must have no bill cycle interruptions.

SECTION 5
PROMOTIONS, SPECIAL SERVICE OFFERINGS AND TELECOMPETITIVE SERVICE OFFERINGS

5.12 Cross Over Special Service Offers (Cont'd)

5.12.2 Cross Over Century Card (COCC) (Cont'd)

B. (Cont'd)

To qualify for each \$100 of face value on COCC, the customer's previous usage will be segmented into \$100 usage "packets" as follows:

<u>Previous Usage</u>	<u>\$100 Packets</u>
\$100.00	1
\$200.00	2
\$300.00	3
\$395.00	4
\$490.00	5
\$585.00	6
\$680.00	7
\$775.00	8
\$870.00	9
\$965.00 +	10

COCC calls must originate and terminate from locations in the state from areas served with equal access. COCC calls are rated at \$0.75 per minute of use and are distance, day-of-week, and time-of-day insensitive. Non-transport charges do not apply.

If at any time prior to the completion of its use period, any of customer's services is terminated for cause, for any service customer in its discretion terminates, or should customer fail at any time to comply with the conditions of this Section, at the time of termination or failure of compliance, the unused value of the COCC card shall be cancelled immediately by Company.

5.13 RRN Telecompetitive Service Offering

Any Customer whose former telecommunications carrier was Red River Network, LLC (RRN) shall be eligible to have their intrastate rate grandfathered in at the RRN cents per minute rate of \$0.11 for customers spending less than \$50.00 per month, and \$0.099 for customer spending more than \$50.00 per month. All rounding shall be the same as Company's other service offering and may be found in Section 3.2.12 of this tariff. The RRN Telecompetitive Service Offering only applies to calls that originate and terminate at locations within the state.

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SECTION 6 - DESCRIPTION OF SERVICES & RATES

6.1 CierraCom Systems Plan Services & Rates

Company offers the following CierraCom Systems rate plan. Company's standard tariff rate methodology applies in each invoice under this plan. The provisions of Section 3.2 and Section 6.3 following and Section 6.3 following apply. Initial call duration (usage) is measured by a Minimum Call Unit (MCU) of 18 seconds, with fractional MCUs rounded to the next whole MCU, i.e., to a full 18 seconds; and incremental call duration is measured by call duration segments of 6 seconds with the final call segment just prior to effective disconnection rounded to the next full 6 seconds of call duration. The CierraCom Systems Rate Plan Rates are follows:

6.1.1 Basic Q Rate Plan

Basic Q rates are provided to customers with no minimum monthly intrastate usage requirement at the following rates:

<u>Minimum Call Unit or Fraction</u>	<u>Incremental Call Unit or Fraction</u>
\$0.0678	\$0.0226

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6.1.2 Classic Q Rate Plan

Classic Q rates are provided to customers whose minimum monthly intrastate usage is over \$5.00 at the following rates:

<u>Minimum Call Unit or Fraction</u>	<u>Incremental Call Unit or Fraction</u>
\$0.0621	\$0.0207

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6.1.3 Classic 2 Rate Plan

Classic 2 rates are provided to customers whose minimum monthly intrastate usage is over \$10.00 at the following rates:

	<u>Minimum Call Unit or Fraction</u>	<u>Incremental Call Unit or Fraction</u>
Peak/Business Day	\$0.0567	\$0.0189
Off-Peak/Non-Business Day	\$0.0567	\$0.0189

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6.1.4 Classic 1 Rate Plan

Classic 1 rates are provided to customers whose minimum monthly intrastate usage is over \$15.00 at the following rates:

	<u>Minimum Call Unit or Fraction</u>	<u>Incremental Call Unit or Fraction</u>
Peak/Business Day	\$0.0537	\$0.0179
Off-Peak/Non-Business Day	\$0.0537	\$0.0179

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SECTION 6 - DESCRIPTION OF SERVICES & RATES

6.1 CierraCom Systems Plan Services & Rates (Cont'd)

6.1.5 Universal Rate Plan

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Universal rates are provided to customers whose minimum monthly intrastate usage is over \$20.00 at the following rates: (T)

	Minimum Call Unit <u>or Fraction</u>	Incremental Call Unit <u>or Fraction</u>
Peak/Business Day	\$0.0507	\$0.0169
Off-Peak/Non-Business Day	\$0.0507	\$0.0169

6.1.6 Prime 2 Rate Plan

(T)

Prime 2 rates are provided to customers whose minimum monthly intrastate usage is over \$25.00 at the following rates: (T)

	Minimum Call Unit <u>or Fraction</u>	Incremental Call Unit <u>or Fraction</u>
Peak/Business Day	\$0.0387	\$0.0129
Off-Peak/Non-Business Day	\$0.0387	\$0.0129

6.1.7 Prime 1 Rate Plan

(T)

Prime 1 rates are provided to customers whose minimum monthly intrastate usage is over \$30.00 at the following rates: (T)

	Minimum Call Unit <u>or Fraction</u>	Incremental Call Unit <u>or Fraction</u>
Peak/Business Day	\$0.0357	\$0.0119
Off-Peak/Non-Business Day	\$0.0357	\$0.0119

SECTION 6 - DESCRIPTION OF SERVICES & RATES

6.1 CierraCom Systems Plan Services & Rates (Cont'd)

6.1.8 Super 1 Rate Plan

Super 1 rates are provided to customers whose minimum monthly interstate usage is over \$35.00 at the following rates:

	<u>Minimum Call Unit or Fraction</u>	<u>Incremental Call Unit or Fraction</u>
Peak/Business Day	\$0.0327	\$0.0109
Off-Peak/Non-Business Day	\$0.0327	\$0.0109

6.1.9 Super 2 Rate Plan

Super 2 rates are provided to customers whose minimum monthly intrastate usage is over \$40.00 at the following rates:

	<u>Minimum Call Unit or Fraction</u>	<u>Incremental Call Unit or Fraction</u>
Peak/Business Day	\$0.0297	\$0.0099
Off-Peak/Non-Business Day	\$0.0297	\$0.0099

6.1.10 Cairo 1 Rate Plan

(T)

The Cairo 1 Rate Plan can not be combined with the Freedom Plan Plus Telecompetitive Service Offering, and is provided exclusively to new customers, whose minimum monthly intrastate usage is over \$25.00, at the following rates:

(T)

	<u>Minimum Call Unit or Fraction</u>	<u>Incremental Call Unit or Fraction</u>
Peak/Business Day	\$0.0147	\$0.0049
Off-Peak/Non-Business Day	\$0.0147	\$0.0049

6.1.11 Cairo 2 Rate Plan

(N)

The Cairo 2 Rate Plan can not be combined with the Freedom Plan Plus Telecompetitive Service Offering, and is provided to new, "saved" or "Winback" customers, whose minimum monthly intrastate usage is over \$30.00, at the following rates:

	<u>Minimum Call Unit or Fraction</u>	<u>Incremental Call Unit or Fraction</u>
Peak/Business Day	\$0.0117	\$0.0039
Off-Peak/Non-Business Day	\$0.0117	\$0.0039

(N)

SECTION 6 - DESCRIPTION OF SERVICES & RATES

6.1 CierraCom Systems Plan Services & Rates (Cont'd)

6.1.12 Limited-Class Switched Rates

(T)

6.1.12.1 Limited-Class "X" Rates. The following rates are available to new customers and "save" or "winback" customers. Calls made under these rate plans shall not be subject to the addition of Equivalent Call Unit's (ECU's) as described in the sections preceding.

(T)

A. X-1 Rate Plan

X-1 rates are provided to customers whose estimated minimum monthly intrastate usage is over \$100.00 at the following rates:

	<u>Minimum Call Unit or Fraction</u>	<u>Incremental Call Unit or Fraction</u>
Peak/Business Day	\$0.0327	\$0.0109
Off-Peak/Non-Business Day	\$0.0327	\$0.0109

B. X-2 Rate Plan

X-2 rates are provided to customers whose estimated minimum monthly intrastate usage is over \$110.00 at the following rates:

	<u>Minimum Call Unit or Fraction</u>	<u>Incremental Call Unit or Fraction</u>
Peak/Business Day	\$0.0297	\$0.0099
Off-Peak/Non-Business Day	\$0.0297	\$0.0099

SECTION 6 - DESCRIPTION OF SERVICES & RATES

6.2 Rates for Calls Terminated to a Mobile Phone or Pager

All calls terminated to a mobile phone or pager shall be charged the following rates:

<u>Minimum Call Unit</u> <u>or Fraction</u>	<u>Incremental Call Unit</u> <u>or Fraction</u>
\$0.0627	\$0.0209

6.3 Rates for Calling Cards

Rates for calling card calls which are not associated with other services are time of day sensitive.

	<u>Minimum Call Unit</u> <u>or Fraction</u>	<u>Incremental Call Unit</u> <u>or Fraction</u>
Peak/Business Day	\$0.0678	\$0.0226
Off-Peak/Non-Business Day	\$0.0609	\$0.0203

6.3.1 Rate Plan Adjustment for Customers Billing \$50.00 or Less

(N/I)

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| A. | Any Rate Category I-VI customer (as defined in Table 1 of Section 6.4) in service before August 30, 2001, whose services are not part of an unexpired term plan or usage rate guarantee and which are not subject to treatment procedures, and who billed \$50.00 or less in intrastate calling charges on their November invoice, shall have their peak/business day rates adjusted upward by two Rate Categories effective December 1, 2001. | (N/I)

(N/I) |
| B. | Any Rate Category VII customer (as defined in Table 1 of Section 6.4) in service before August 30, 2001, whose services are not part of an unexpired term plan or rate guarantee and which are not subject to treatment procedures, and who billed \$50.00 or less in intrastate calling charges on their November invoice, shall have their peak/business day rates adjusted to Rate Category VIII effective December 1, 2001. | (N/I)

(N/I) |

SECTION 6 - DESCRIPTION OF SERVICES & RATES

6.4 Graduated Rate Categories

Carrier offers services under this Section based on the Rate Plans and categories as specified following. Rates are graduated as shown in Table 1 following, higher to lower, that is, Rate Category I for Cairo 2 Rate Plan contains Carrier's lowest offered rates and Rate Category XI for the Basic Q Rate Plan contains Carrier's top rates.

Table 1

Rate Plan	Rate Category
Basic Q	XI
Classic Q	X
Classic 2	IX
Classic 1	VIII
Universal	VII
Prime 2	VI
Prime 1	V
Super 1	IV
Super 2	III
Cairo 1	II
Cairo 2	I

- 6.4.1** Any Rate Category I-IX customers in service on or before July 15, 2009, whose services are not part of an unexpired term plan or usage rate guarantee, and which have not experienced a rate category change during the previous three consecutive invoices, shall have their rates adjusted upward by two Rate Categories, effective for all calls on or after October 15, 2009, that are reflected on invoices rendered on or after November 15, 2009. (C/I)
- 6.4.2** Any Rate Category X customers in service on or before July 15, 2009, whose services are not part of an unexpired term plan or usage rate guarantee, and which have not experienced a rate category change during the previous three consecutive invoices, shall have their rates adjusted to Rate Category XI, effective for all calls on or after October 15, 2009, that are reflected on invoices rendered on or after November 15, 2009. (C/I)

SECTION 6 - DESCRIPTION OF SERVICES & RATES

6.5 Calling Card "Bong" Charge

A \$0.50 per call charge applies to each call initiated using calling card access.

6.6 Directory Assistance Rate per call: \$1.25

6.7 Miscellaneous Charges

A surcharge applies to all calls originated at payphones using a service access code.

Per Call
\$0.30

6.8 Reserved for Future Use.

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**** ALL MATERIAL ON THIS PAGE IS NEW ****

SECTION 6 - DESCRIPTION OF SERVICES & RATES

6.9 “One, Two, Three, Every Third Invoice Free” Promotion

New customers who meet the eligibility requirements set forth below, may receive credits under the “One, Two, Three, Every Third Invoice Free” Promotion as follows:

1. A credit applied to customer’s first, second and third invoices equal to 33% of customer’s long distance call traffic charges, appearing on the same invoice, excluding calling card charges, fees, taxes, surcharges, assessments and similar charges, applied to the same invoice, and
2. A credit applied to every third invoice, starting with customer’s sixth invoice (6th, 9th, 12th, etc.), equal to an average of the long distance call traffic charges appearing on the two invoices immediately preceding the credit invoice, excluding calling card charges, fees, taxes, surcharges, assessments and similar charges.

This promotion is non-cumulative and can not be carried over to any following month or otherwise accumulated. Should the calculated credit to be applied to the sixth, or subsequent invoices exceed the actual long distance call traffic charges for that credit invoice, then the credit amount is limited to the actual amount of long distance call traffic charges appearing on that credit invoice.

Eligibility. To be eligible for this offering, customers must: have initiated new service; have current usage which exceeds the established minimum monthly usage levels for the applicable service; have less than fifty dollars sixty days past due; have received consecutive and uninterrupted service; and have selected this offering prior to the charges rendered in customer’s credit invoice(s). Additionally, Customers must contact the Company to confirm the promotion selection, after service initiation, to be eligible to receive the sixth and subsequent invoice credits, prior to the sixth and each subsequent invoice credit invoice.

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SECTION 6 - DESCRIPTION OF SERVICES & RATES

6.10 CierraCom Systems Service Customer Loyalty Plans

6.10.1 General Terms and Conditions

From time to time, rates may be tariffed or tariffed rates selected, a "Customer Loyalty Plan" or "CLP," the purpose and/or design for which is to retain Company's competitive position by offering rates which are necessitated by competing offers received by or available to existing or potential customers, which if not matched or bettered would result in the loss of an existing or potential customer and/or in the reduction of traffic volume of a customer. Customer confirmation of the competitive offer in writing may be required or the availability of a more favorable competitive rate may need to be confirmed from published tariffs, marketing materials or other public sources to establish a customer's right to obtain a CLP. In order to respond to the competitive pricing initiatives of competitors, the following Customer Loyalty Plan offerings are available for eligible customers taking outbound and inbound equal access switched services of Company originated from and terminated to locations within this state whenever Company determines that but for the availability of these rates, Company will not retain an existing customer ("save") or will not be able to winback a prior customer already having switched its services to another carrier ("winback"). The following terms and conditions must exist for any CLP to be valid.

- A.** CLPs will comply with the net revenue test as defined by the one or more regulatory commissions having competent jurisdiction and which is founded on established economic principles ensuring above-cost pricing.
- B.** A customer or potential customer which is similarly situated may request service under a new or previously tariffed CLP. To qualify as a similarly situated customer for purposes of this Section, the customer seeking the CLP must demonstrate the existence of circumstances substantially and materially like those which justified the CLP as tariffed.

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SECTION 6 - DESCRIPTION OF SERVICES & RATES

6.10 CierraCom Systems Service Customer Loyalty Plans (Cont'd)

_____ 6.10.1 General Terms and Conditions (Cont'd)

- C.** An existing customer or potential customer unable to demonstrate being similarly situated under a tariffed CLP may, nonetheless, be able to qualify for a different or new CLP tailored to that customer's circumstances.
- D.** CLPs are available for all published rates.
- E.** Whenever a customer's competitive offer entails a rate which is not at the time an offered rate by Company, a specific rate competitively responsive to that available from the competitive offering shall be tariffed in this Section 6.
- F.** All of the conditions set forth above must exist in order to qualify for the following Customer Loyalty Plans. Company shall apply the lowest rate necessary to meet the competitive offering being made to or having been provided to customer by a carrier competing with Company. Additional terms and/or conditions, such as term or volume commitments may apply. In the event additional terms or conditions are required, such terms and conditions shall be tariffed by Company prior to institution of the first billing for services under the applicable Customer Loyalty Plans.

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SECTION 6 - DESCRIPTION OF SERVICES & RATES

6.10 CierraCom Systems Service Customer Loyalty Plans (Cont'd)

6.10.2 Customer Loyalty Plan I

CierraCom Systems Service customers who qualify as either a "save" or a "winback" and who meet the eligibility requirements set forth below will receive a credit on their 6th invoice as provided following.

- A.** For each five invoices of consecutive uninterrupted service, a credit shall be calculated equal to the lower of either (i) the average of the customer's monthly charges excluding fees, taxes, surcharges, assessments, and similar charges ("eligible charges") for the preceding consecutive five-month period; or (ii) a credit which equals the eligible charges on the invoice in which the credit is applied.
- B.** Eligibility. To be eligible for the 6th invoice free bonus, each customer must:
 - have initiated service under CierraCom Systems Service;
 - have current usage which exceeds the established minimum monthly usage levels for the applicable CierraCom Systems Service;
 - have no record of nonpayment in any of the preceding consecutive five-month period of service;
 - have received five consecutive and uninterrupted invoices over the preceding five-month period;
 - have selected the 6th invoice free bonus incentive prior to the first day in the period of service covered by customer's fifth invoice; and
 - pay all charges rendered in customer's fifth invoice in excess of the amount of the applicable credit as calculated under Section 6.10.2.A preceding.

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SECTION 6 - DESCRIPTION OF SERVICES & RATES

6.10 CierraCom Systems Service Customer Loyalty Plans (Cont'd)

6.10.3 Customer Loyalty Plan II

CierraCom Systems Service customers who qualify as either a "save" or a "winback" and who meet the eligibility requirements set forth below will receive a credit on their 9th invoice as provided following.

- A.** For each eight invoices of consecutive uninterrupted service, a credit shall be calculated equal to the lower of either (i) the average of the customer's monthly charges excluding fees, taxes, surcharges, assessments, and similar charges ("eligible charges") for the preceding consecutive eight-month period; or (ii) a credit which equals the eligible charges on the invoice in which the credit is applied.
- B.** Eligibility. To be eligible for the 9th invoice free bonus, each customer must:
 - have initiated service under the CierraCom Systems Service;
 - have current usage which exceeds the established minimum monthly usage levels for the applicable CierraCom Systems Service;
 - have no record of nonpayment in any of the preceding consecutive eight-month period of service;
 - have received eight consecutive and uninterrupted invoices over the preceding eight-month period;
 - have selected the 9th invoice free bonus incentive prior to the first day in the period of service covered by customer's eighth invoice; and
 - pay all charges rendered in customer's eighth invoice in excess of the amount of the applicable credit as calculated under Section 6.10.3.A preceding.

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SECTION 6 - DESCRIPTION OF SERVICES & RATES

6.10 CierraCom Systems Service Customer Loyalty Plans (Cont'd)

6.10.4 Customer Loyalty Plan III

CierraCom Systems Service customers who qualify as either a "save" or a "winback" and who meet the eligibility requirements set forth below will receive a credit on their 13th invoice as provided following.

- A.** For each twelve invoices of consecutive uninterrupted service, a credit shall be calculated equal to the lower of either (i) the average of the customer's monthly charges excluding fees, taxes, surcharges, assessments, and similar charges ("eligible charges") for the preceding consecutive twelve-month period; or (ii) a credit which equals the eligible charges on the invoice in which the credit is applied.
- B.** Eligibility. To be eligible for the 13th invoice free bonus, each customer must:
- have initiated service under the CierraCom Systems Service;
 - have current usage which exceeds the established minimum monthly usage levels for the applicable CierraCom Systems Service;
 - have no record of nonpayment in any of the preceding consecutive twelve-month period of service;
 - have received twelve consecutive and uninterrupted invoices over the preceding twelve-month period;
 - have selected the 13th invoice free bonus incentive prior to the first day in the period of service covered by customer's twelfth invoice; and
 - pay all charges rendered in customer's twelfth invoice in excess of the amount of the applicable credit as calculated under Section 6.10.4.A preceding.

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SECTION 6 - DESCRIPTION OF SERVICES & RATES

6.10 CierraCom Systems Service Customer Loyalty Plans (Cont'd)

6.10.5 Loyalty Awards. Customers who qualify as either a "winback" or a "save" qualify to receive additional Loyalty Awards.

- A. "Welcome Back Invoice" Award.** Each Customer who qualifies as either a "winback" or "save" shall receive its first invoice free, a "Welcome Back Invoice," that is, a credit equal to the charges for the first period of service (may be less than 30 days). The credit equal to the charges in the Welcome Back Invoice will appear in the invoice for the fourth billing cycle following the service period to which the Welcome Back Invoice applies.
- B. Free Minutes Bonus Incentive.** Customers who qualify as either a "winback" or "save" shall be awarded 500 free minutes of either domestic United States interstate calling or intrastate calling, based on the lower of the two rates.

6.10.6 Non-Voice Communications

For any customer who qualifies as a "save" or "winback" customer, Company shall waive non-transport/non-usage (equivalent call units) for lines used for non-voice communications, i.e., facsimile and/or modem lines.

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SECTION 6 - DESCRIPTION OF SERVICES & RATES

6.11 CierraCom Systems Advantage Card Service (ACS)

Advantage Card Service (ACS) is offered to existing and new customers meeting the eligibility requirements set forth in Section 6.11.1 following. Each ACS customer who maintains its eligibility is entitled to free calling card calling equal to 30% of the average monthly charges incurred for the ACS customer's non-calling card calling beginning with customer's 2nd invoice following customer commencement of service as an ACS customer ("Total Calling Advantage").

6.11.1 Eligibility

Company's Advantage Card Service (ACS) becomes available once a customer has completed a minimum of 30 consecutive days of "on-line" services offered by Company (that is, any stand-alone or combination of interexchange, toll free, local, Internet access or Internet site services), whose account is current (no delinquencies in payment occurring or having occurred) and whose billing cycle has remained consistently consecutive (without interruption for any cause).

6.11.2 Limitations and Disclaimers

- A.** ACS is offered only in conjunction with Company's interstate and international companion ACS offerings as tariffed with the FCC.
- B.** The ACS Total Calling Advantage will be reflected in customer's second invoice following commencement of ACS service.
- C.** ACS Calling Advantages are not available with any other promotional offering, or any "save/winback" program offered by Company except as provided in E following.
- D.** Each month's ACS Total Calling Advantage is noncumulative (cannot be carried over to any following month or otherwise accumulated).

* ALL MATERIAL ON THIS PAGE IS NEW *

SECTION 6 - DESCRIPTION OF SERVICES & RATES

6.11 CierraCom Systems Advantage Card Service (ACS) (Cont'd)

6.11.2 Limitations and Disclaimers (Cont'd)

- E.** Subject to and in accordance with the provisions of Section 3.4 preceding and the eligibility requirements of Section 6.11.1 preceding, ACS service may be offered to counter a competitive offer that would cause or has caused any customer to select another carrier for its services, that is, ACS service may be offered to "save" or "winback" such customers; provided that at the time customer is "saved" or "wonback," customer is neither delinquent in any payments nor suffered an interruption in its billing cycle as required by Section 6.11.1 preceding.
- F.** An ACS customer whose service is terminated for cause or which voluntarily terminates Company's service forfeits all unused credits.

6.11.3 Reinstatement

An ACS customer which has lost its eligibility for the Total Calling Advantage may reinstate its eligibility for the Total Calling Advantage by curing any outstanding delinquency and/or by qualifying as a winback customer. Once reinstated, the ACS customer must maintain its eligibility in good standing.

6.11.4 Rates

The rates in Section 6.3 preceding apply to the CierraCom Systems ACS service.

* ALL MATERIAL ON THIS PAGE IS NEW *

SECTION 6 - DESCRIPTION OF SERVICES & RATES

6.12 Customer Advantage Plans ("CAPs")

6.12.1 General Terms and Conditions

From time to time, rates may be tariffed or tariffed rates selected, a "Customer Advantage Plan" or "CAP," the purpose and/or design for which is to retain Company's competitive position by offering rates which are necessitated by competing offers received by or available to existing or potential customers, which if not matched or bettered would result in the loss of an existing or potential customer and/or in the reduction of traffic volume of a customer. Customer confirmation of the competitive offer in writing may be required or the availability of a more favorable competitive rate may need to be confirmed from published tariffs, marketing materials or other public sources to establish a customer's right to obtain a CAP. In order to respond to the competitive pricing initiatives of competitors, the following Customer Advantage Plan offerings are available for eligible customers taking outbound and inbound equal access switched services of Company originated from and terminated to locations within this state whenever Company determines that but for the availability of these rates, Company will not retain an existing customer ("save") or will not be able to winback a prior customer already having switched its services to another carrier ("winback"). The following terms and conditions must exist for any CAP to be valid.

- A. CAPs will comply with the net revenue test as defined by the one or more regulatory commissions having competent jurisdiction and which is founded on established economic principles ensuring above-cost pricing.
- B. A customer or potential customer which is similarly situated may request service under a new or previously tariffed CAP. To qualify as a similarly situated customer for purposes of this Section, the customer seeking the CAP must demonstrate the existence of circumstances substantially and materially like those which justified the CAP as tariffed.

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SECTION 6 - DESCRIPTION OF SERVICES & RATES

6.12 Customer Advantage Plans (“CAPs”)(Cont’d)

6.12.1 General Terms and Conditions (Cont’d)

- C. An existing customer or potential customer unable to demonstrate being similarly situated under a tariffed CAP may, nonetheless, be able to qualify for a different or new CAP tailored to that customer’s circumstances.
- D. CAPs are available for all published rates.
- E. Whenever a customer’s competitive offer entails a rate which is not at the time an offered rate by Company, a specific rate competitively responsive to that available from the competitive offering shall be tariffed in this Section 6.
- F. All of the conditions set forth above must exist in order to qualify for the following Customer Advantage Plans. Company shall apply the lowest rate necessary to meet the competitive offering being made to or having been provided to customer by a carrier competing with Company. Additional terms and/or conditions, such as term or volume commitments, may apply. In the event additional terms or conditions are required, such terms and conditions shall be tariffed by Company prior to institution of the first billing for services under the applicable Customer Advantage Plans.
- G. To receive the Invoice Free CAPs pursuant to Section 6.12.2 through and including Section 6.12.6 following, a customer must call Customer Care before the issuance date of each credit bearing invoice to verify customer eligibility, except as otherwise provided following.

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SECTION 6 - DESCRIPTION OF SERVICES & RATES

6.12 Customer Advantage Plans ("CAPs")(Cont'd)

6.12.2 Customer 6th and 12th Invoice Advantage Plan

Customers who qualify as a new customer or as either a "save" or a "winback" and who meet the eligibility requirements set forth below will receive a credit on their 6th and 12th invoices as provided following.

- A.** For each five and immediately succeeding six additional invoices of consecutive uninterrupted service (total of 11 consecutive invoices), a credit shall be calculated equal to the lower of either (i) the average of the customer's monthly charges excluding calling card charges, fees, taxes, surcharges, assessments, and similar charges ("eligible charges"), for the consecutive five month period preceding customer's 6th invoice and for the consecutive eleven-month period preceding customer's 12th invoice; or (ii) a credit which equals the eligible charges on the invoice in which the credit is applied.
- B.** Eligibility. To be eligible for the 6th and 12th invoice free bonuses, each customer must:
- have initiated service;
 - have current usage which exceeds the established minimum monthly usage levels for the applicable service;
 - have no record of nonpayment in any of the preceding consecutive monthly qualifying periods (5 and 11 months) of service;
 - have received first five, then six additional consecutive and uninterrupted invoices over the preceding eleven-month period;
 - have selected the 6th and 12th invoice free bonus incentives prior to the first day in the period of service covered by customer's fifth invoice; and
 - pay all charges rendered in customer's fifth and related eleventh invoice in excess of the amount of the applicable credits as calculated under Section 6.12.2.A preceding.

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SECTION 6 - DESCRIPTION OF SERVICES & RATES

6.12 Customer Advantage Plans ("CAPs")(Cont'd)

6.12.3 Customer 6th, 10th, and 14th Invoice Advantage Plan

Customers who qualify as a new customer or as either a "save" or a "winback" and who meet the eligibility requirements set forth below will receive a credit on their 6th, 10th, and 14th invoices as provided following.

- A.** For each five and immediately succeeding four and next immediately succeeding four additional invoices of consecutive uninterrupted service (total of 13 consecutive invoices), a credit shall be calculated equal to the lower of either (i) the average of the customer's monthly charges excluding calling card charges, fees, taxes, surcharges, assessments, and similar charges ("eligible charges"), for the consecutive five month period preceding customer's 6th invoice, for the consecutive nine-month period preceding customer's 10th invoice, and for the consecutive thirteen month period preceding customer's 14th invoice; or (ii) a credit which equals the eligible charges on the invoice in which the credit is applied.
- B.** Eligibility. To be eligible for the 6th, 10th, and 14th invoice free bonuses, each customer must:
- have initiated service;
 - have current usage which exceeds the established minimum monthly usage levels for the applicable service;
 - have no record of nonpayment in any of the preceding consecutive monthly qualifying periods (5, 9, and 13 months) of service;
 - have received first five, nine, and then thirteen additional consecutive and uninterrupted invoices over the preceding thirteen-month period;
 - have selected the 6th, 10th, and 14th invoice free bonus incentives prior to the first day in the period of service covered by customer's fifth invoice; and
 - pay all charges rendered in customer's fifth and related ninth and thirteenth invoice in excess of the amount of the applicable credits as calculated under Section 6.12.3.A preceding.

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SECTION 6 - DESCRIPTION OF SERVICES & RATES

6.12 Customer Advantage Plans (“CAPs”)(Cont’d)

6.12.4 Customer S&W Prepaid Advantage Plan

Any customer that qualifies as a “save” or “winback” customer will upon so qualifying receive a Company prepaid (debit) card or cards equal to the “saved” or “wonback” customer’s immediately preceding full month’s (30 days) volume of non-calling card charges multiplied by 2.5. The table following demonstrates how the denomination of an S&W card is determined on a per-customer basis.

Table

Customer’s Prior Month’s Non-Calling Card Charges*	2.5 Factor	S&W Calling Card Denomination(s)
\$ 50.00	x 2.5	\$125.00
75.00	x 2.5	187.50
90.00	x 2.5	225.00
100.00	x 2.5	250.00
150.00	x 2.5	250.00 + 125.00
250.00	x 2.5	250.00 + 250.00 + 125.00

* Sample levels only. Company reserves the right to round down the actual capacity of any S&W Card.

* ALL MATERIAL ON THIS PAGE IS NEW *

SECTION 6 - DESCRIPTION OF SERVICES & RATES

6.12 Customer Advantage Plans (“CAPs”)(Cont’d)

6.12.4 Customer S&W Prepaid Advantage Plan (Cont’d)

- A.** Rates. The rates for calls using the Company’s S&W Card are time of day insensitive; decremented in sixty (60) second increments with a minimum call unit of 60 seconds; and are rounded to the next whole 60 second increment.

Minimum Call Unit <u>@ 60 seconds or Fraction</u>	Incremental Call Unit <u>@ 60 seconds or Fraction</u>
\$0.252	\$0.252

- B.** Availability. Company’s S&W Card service promotion is available on and after September 1, 2001, until November 1, 2001 (“sunset date”) unless sooner terminated in the sole and exclusive discretion of Company.
- C.** Limitations. Company reserves the right to withdraw and/or terminate this plan at any time prior to its sunset date; provided that any customer which has received an S&W Card prior to the sunset date or Company’s discretionary withdrawal of S&W Card plan shall receive service until its S&W Card calling capacity is exhausted by use or by the specified usage deadline. Each S&W Card expires ninety (90) days from date of activation (the specified usage deadline).
- D.** Second S&W Card Availability. An additional S&W Card(s) in the qualifying denomination of the customer as listed in Section 6.12.4 preceding will be made available.

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SECTION 6 - DESCRIPTION OF SERVICES & RATES

6.12 Customer Advantage Plans ("CAPs")(Cont'd)

6.12.5 Customer 6th, 9th, 13th, 19th, 22nd, and 26th Invoice Advantage Plan

Customers who qualify as a new customer or as either a "save" or a "winback" and who meet the eligibility requirements set forth below will receive a credit on their 6th, 9th, 13th, 19th, 22nd, and 26th invoices as provided following.

- A.** For each five, and the immediately succeeding three, and next immediately succeeding four, and next immediately succeeding six, and next immediately succeeding three, and next immediately succeeding four additional invoices of consecutive uninterrupted service (total of 25 consecutive invoices), a credit shall be calculated equal to the lower of either (i) the average of the customer's monthly charges excluding calling card charges, fees, taxes, surcharges, assessments, and similar charges ("eligible charges") for the consecutive five month period preceding customer's 6th invoice; for the consecutive eight-month period preceding customer's 9th invoice; for the consecutive twelve-month period preceding customer's 13th invoice; for the consecutive eighteen-month period preceding customer's 19th invoice; for the consecutive twenty-one-month period preceding customer's 22nd invoice; and for the consecutive twenty-five month period preceding customer's 26th invoice; or (ii) a credit which equals the eligible charges on the invoice in which the credit is applied.

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SECTION 6 - DESCRIPTION OF SERVICES & RATES

6.12 Customer Advantage Plans ("CAPs")(Cont'd)

6.12.5 Customer 6th, 9th, 13th, 19th, 22nd, and 26th Invoice Advantage Plan (Cont'd)

- B.** Eligibility. To be eligible for the 6th, 9th, 13th, 19th, 22nd, and 26th invoice free bonuses, each customer must:
- have initiated service;
 - have current usage which exceeds the established minimum monthly usage levels for the applicable service;
 - have no 90-day or older outstanding unpaid balance, and no 60-day or older outstanding unpaid balance equal to or greater than \$50.00;
 - have received first five, eight, twelve, eighteen, twenty-one, and then twenty-five additional consecutive and uninterrupted invoices over the preceding twenty-five month period;
 - have selected the 6th, 9th, 13th, 19th, 22nd, and 26th invoice free bonus incentives prior to the first day in the period of service covered by customer's fifth invoice; and
 - pay all charges rendered in customer's fifth and related eighth, twelfth, eighteenth, twenty-first, and twenty-fifth invoice in excess of the amount of the applicable credits as calculated under Section 6.12.5.A preceding.
- contact Company's Customer Care Department to confirm eligibility and to activate the Promotion. A customer must contact Customer Care prior to the last day in the period of service covered by customer's fifth invoice in order to receive all six invoice credits. A customer who meets and continues to meet all other Eligibility requirements except that it does not contact Customer Care to activate the promotion until a date subsequent to the last day in the period of service covered by customer's fifth invoice, will receive all credits on specified invoices (9th, 13th, 19th, 22nd, and 26th) generated by Company after the required contact with Customer Care is made, but will not retroactively receive a credit for any specified invoice already generated by Company.

Example: A customer that meets all other eligibility requirements, except that it does not contact Customer Care prior to the last day in the period of service covered by customer's fifth invoice to activate the promotion, calls Customer Care to activate the promotion two weeks later. The customer will receive credits calculated according to Section 6.12.5.A preceding for the 9th, 13th, 19th, 22nd, and 26th invoices; the customer will not retroactively receive the 6th invoice credit to which it would otherwise have been entitled.

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SECTION 6 - DESCRIPTION OF SERVICES & RATES

6.12 Customer Advantage Plans (“CAPs”)(Cont’d)

6.12.6 Customer “Welcome Aboard” Advantage Plan

For new customers who meet the eligibility requirements of Section 6.12.1 preceding, the Company will waive the ECU rate component during Business Day hours only, and for 1+ and toll free access calls only, for the first and second invoices within the regular billing cycle. Company’s standard tariff rate methodology applies from and after the third invoice.

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SECTION 6 - DESCRIPTION OF SERVICES & RATES

6.13 Service Term Invoice Free Credit

New customers or customers who qualify as either a “save” or a “winback” and who meet the eligibility requirements set forth in Section 6.13.2 shall receive the Service Term Invoice Free Credit.

6.13.1 Credit. For the entire service term of each new customer or customer that qualifies as either a “save” or “winback” customer, a continuing periodic credit shall be given in the invoice following each consecutive five months of uninterrupted service (“credit invoice”) equal to the lower of either (i) the average of the customer’s monthly usage and non-usage charges for five months preceding the credit invoice (excluding calling card charges, fees, taxes, surcharges, assessments, and similar charges); or (ii) a credit which equals the eligible charges on the invoice in which the credit is applied.

6.13.2 Eligibility. To be eligible for the Service Term Invoice Free Credit, each customer must:

- A.** Have initiated service under an CierraCom Systems Service Plan;
- B.** Have current usage which exceeds the established minimum monthly usage levels for the applicable CierraCom Systems Service Plan;
- C.** Have no record of nonpayment, delinquencies or issues of credit worthiness;
- D.** Have received five months of consecutive and uninterrupted service preceding each credit invoice;
- E.** Have selected this Service Term Invoice Free Credit at the initiation of service or at any time during the first five service months but not later than the first day of service in the sixth month; and,
- F.** Pay all charges rendered in customer’s credit invoice in excess of the amount of the applicable credit as calculated under Section 6.13.1 preceding.

* ALL MATERIAL ON THIS PAGE IS NEW *

SECTION 6 - DESCRIPTION OF SERVICES & RATES

6.14 Service Term Invoice Free Credit II. New customers or customers who qualify as either a “save” or a “winback” and who meet the eligibility requirements set forth in Section 6.14.2 shall receive the Service Term Invoice Free Credit II.

6.14.1 Credit. For the entire service term of each new customer or customer that qualifies as either a “save” or “winback” customer, a continuing periodic credit shall be given in the invoice following each consecutive three months of uninterrupted service (“credit invoice”) equal to the lower of either (i) the average of the customer’s monthly usage and non-usage charges for three months preceding the credit invoice (excluding calling card charges, fees, taxes, surcharges, assessments, and similar charges); or (ii) a credit which equals the eligible charges on the invoice in which the credit is applied.

6.14.2 Eligibility. To be eligible for the Service Term Invoice Free Credit II, each customer must:

- A.** Have initiated service under a CierraCom Systems Service Plan;
- B.** Have current usage which exceeds the established minimum monthly usage levels for the applicable CierraCom Systems Service Plan;
- C.** Have no record of nonpayment, delinquencies or issues of credit worthiness;
- D.** Have received three months of consecutive and uninterrupted service preceding each credit invoice;
- E.** Have selected this Service Term Invoice Free Credit II at the initiation of service or at any time during the first three service months but not later than the first day of service in the fourth month; and,
- F.** Pay all charges rendered in customer’s credit invoice in excess of the amount of the applicable credit as calculated under Section 6.14.1, preceding.

* ALL MATERIAL ON THIS PAGE IS NEW *

SECTION 6 - DESCRIPTION OF SERVICES & RATES

6.15 Cross Over Special Service Offers

6.15.1 Cross Over Credit (COC)

- A.** To induce new customers to order service, for any customer ordering service and which institutes service within 30 days of such order, Company will provide its "Cross Over Credit" or "COC" equal to 5% of the customer's usage charges incurred by customer in its final invoice immediately preceding customer's commencement date of service with Company.

B. Limitations and Disclaimers

The COC credit is available only in conjunction with Company's interstate and intrastate service offerings as tariffed with the FCC and the respective states.

If earned, as specified in Section 6.15.1.A preceding, the COC will be reflected in that customer's first invoice which follows customer's completion of 60 days of uninterrupted service following its commencement of service.

This credit is not available with Company's offering set forth in Section 6.15.2 following.

The COC is noncumulative (cannot be carried over to any following month or otherwise accumulated).

A customer whose service is terminated for cause or who terminates Company's service in its discretion prior to the completion of its minimum service term forfeits its COC credit.

* ALL MATERIAL ON THIS PAGE IS NEW *

SECTION 6 - DESCRIPTION OF SERVICES & RATES

6.15 Cross Over Special Service Offers (Cont'd)

6.15.2 Cross Over Century Card (COCC)

- A.** To induce new customers to order service, for any customer ordering service and which institutes service within 30 days of such order, Company will provide its "Cross Over Century Card" or "COCC," a prepaid calling card worth \$100 for each \$1000 of usage charges incurred by customer in its final invoice immediately preceding customer's commencement date of service with Company.

B. Limitations and Disclaimers

This offer is available only in conjunction with Company's interstate and intrastate service offerings as tariffed with the FCC and the respective states.

The COCC card will be issued following Customer's commencement of service.

This offer is not available with Company's 5% credit offer set forth in Section 6.15.1 preceding.

The COCC card expires within 6 months of its issuance date ("use period") irrespective of the balance of the COCC card's face value when issued, if any, remaining at the date of expiration.

Customer must remain in service during the period of time that any unused balance exists on the COCC card; must have no delinquencies in payments on account for its non-calling card and non-COCC card services; and must have no bill cycle interruptions.

* ALL MATERIAL ON THIS PAGE IS NEW *

SECTION 6 - DESCRIPTION OF SERVICES & RATES

6.15 Cross Over Special Service Offers (Cont'd)

6.15.2 Cross Over Century Card (COCC) (Cont'd)

B. (Cont'd)

To qualify for each \$100 of face value on COCC, the customer's previous usage will be segmented into \$100 usage "packets" as follows:

<u>Previous Usage</u>	<u>\$100 Packets</u>
\$100.00	1
\$200.00	2
\$300.00	3
\$395.00	4
\$490.00	5
\$585.00	6
\$680.00	7
\$775.00	8
\$870.00	9
\$965.00 +	10

COCC calls must originate and terminate from locations in the state from areas served with equal access. COCC calls are rated at \$0.75 per minute of use and are distance, day-of-week, and time-of-day insensitive. Non-transport charges do not apply.

If at any time prior to the completion of its use period, any of customer's services is terminated for cause, for any service customer in its discretion terminates, or should customer fail at any time to comply with the conditions of this Section, at the time of termination or failure of compliance, the unused value of the COCC card shall be cancelled immediately by Company.